


<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 		RATING N/A	PAGE OF PAGES 1
2. CONTRACT NUMBER	3. SOLICITATION NUMBER PR-HQ-04-10386	4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 04/01/2004	6. REQUISITION/PURCHASE NUMBER PR-HQ-04-10386
7. ISSUED BY (Hand Delivered/Overnight Commercial Carriers)		CODE	8. ADDRESS OFFER TO (If other than Item 7) (U. S. Mail Only)		
Environmental Protection Agency Bid and Proposal Room, Ronald Reagan Building, 6th Floor (3802R) 1300 Pennsylvania Avenue, N.W. Washington, DC 20004			Environmental Protection Agency Bid and Proposal Room, Ariel Rios Building (3802R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

**SOLICITATION**

9. Sealed offers in original and 7 copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository until 02:00 PM local time 05/03/2004  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1 All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME CAROLE BRITT	B. TELEPHONE (NO COLLECT CALLS) AREA CODE 202		NUMBER 564-9714	EXT.	C. E-MAIL ADDRESS britt.carole@epa.gov
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**OFFER** (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions in 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause 52-232-8)	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	___ CALENDAR DAYS
	%	%	%	%
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:)	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER [ ] SUCH ADDRESS IN SCHEDULE		17. SIGNATURE	18. OFFER DATE

**AWARD** (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) 		ITEM
24. ADMINISTERED BY (If other than item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE:
		Environmental Protection Agency Research Triangle Park Financial Management Center (D143-02) Research Triangle Park, NC 27711	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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**STANDARD FORM 33** (REV. 9-97)  
Prescribed by GSA - FAR (48 CFR) 53.214(c)

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**PART I - THE SCHEDULE****SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 LEVEL OF EFFORT--COST REIMBURSEMENT TERM CONTRACT (EPAAR 1552.211-73)  
(APR 1984) DEVIATION**

(a) The Contractor shall perform all work and provide all required reports within the level of effort specified below. The Government will order 12,500 direct labor hours, for each contract awarded, for the base period which represents the Government's best estimate of the level of effort required to fulfill these requirements.

(b) Direct labor includes personnel such as engineers, scientists, draftsmen, technicians, statisticians, and programmers and not support personnel such as company management, typists, and key punch operators even though such support personnel are normally treated as direct labor by the Contractor. The level of effort specified in paragraph (a) includes Contractor, subcontractor, and consultant labor hours.

(c) Under any circumstances, if the Government orders or the Contractor provides less than 90 percent of the level of effort specified for the base period or any optional period exercised, an equitable downward adjustment of the fixed fee, if any, for that period will be made. The Government may require the Contractor to provide additional effort up to 110 percent of the level of effort for any period until the estimated cost for that period has been reached. However, this additional effort shall not result in any increase in the fixed fee, if any. If this is a cost-plus-incentive-fee (CPIF) contract, the term "fee" in this paragraph means "base fee and incentive fee." If this is a cost-plus-award-fee (CPAF) contract, the term "fee" in this paragraph means "base fee and award fee." Any equitable downward or upward adjustment in the fee shall be based on the LOE quantity specified in paragraph (c) of this clause.

(d) If the level of effort specified to be ordered during a given base or option period is not ordered during that period, that level of effort may not be accumulated and ordered during a subsequent period.

(e) These terms and conditions do not supersede the requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

**B.2 ESTIMATED COST AND FIXED FEE (EP 52.216-190) (APR 1984)**

(a) The estimated cost of this contract is \$\_\_\_\_\_.

(b) The fixed fee is \$\_\_\_\_\_.

(c) The total estimated cost and fixed fee is \$\_\_\_\_\_.

**B.3 LIMITATION OF FUNDS NOTICE (EP 52.232-100) (APR 1984)**



(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of \_\_\_\_\_ is allotted to cover estimated cost. Funds in the amount of \_\_\_\_\_ are provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through \_\_\_\_\_.

(b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable.

(c) The parties agree that if the contractor's incurred costs are less than the total amount allotted to the contract as set forth in paragraph (a) of this clause, the payment to which the contractor is entitled shall not exceed its allowable incurred costs and associated fixed fee.

#### **B.4 PREPARATION AND SUBMISSION OF WORK PLANS**

##### **1. Original Work Plan**

The Contractor shall submit work plans in accordance with the "Work Assignment Clause" of this contract. The Work Plan is subject to the approval of the Contracting Officer. In addition to the requirements of the "Work Assignment" clause of this contract, the Work Plan shall consist of the following:

- a. a description of the work assignment;
- b. a description of the methods and technical approach to be taken to complete the work assignment;
- c. an estimated schedule for completion;
- d. a listing of the people proposed to be assigned to the project with an estimate of the time to be spent by each person and a brief description of their qualifications and experience;
- e. the estimated cost shall include direct labor, material, other direct costs, indirect costs, consultants and subcontractors; and
- f. a description of the quality assurance and quality control procedures which will be used to insure quality of work.

##### **2. Revisions to Work Plan**

The Contractor shall submit revisions to the work plan described above (a) when the original Work Plan is disapproved by the Contracting Officer; (b) when directed by the Work Assignment Manager pursuant to the Clause entitled "Technical Direction;" (c) whenever the work assignment requirements are changed by appropriate work assignment amendment; Every recommended revision to the work plan shall be approved by the

Contracting Officer prior to implementation by the Contractor. A copy of each revision shall be submitted to the Work Assignment Manger.

### 3. Approval

Approval of a Work Plan (1) does not constitute a determination of the reasonableness, allowability, or allocability of the cost, (2) does not constitute an agreement to any fee for performance of a work assignment since fee for providing the level of effort and otherwise performing the contract is set forth therein, and (3) does not constitute consent to any proposed subcontracts. Subcontracts must be submitted for consent in accordance with the contract clauses entitled "Competition in Subcontracting" and "Subcontracts" or "Subcontracts Under Cost-Reimbursement and Letter Contracts."

**SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

**C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)**

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for

security clearances.

17. The actual preparation of an office's official budget request.

**C.2 STATEMENT OF WORK--CONTRACT WHERE WORK IS ORDERED BY WORK ASSIGNMENTS OR DELIVERY ORDERS (EP 52.210-110) (APR 1984)**

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications included in Attachment 1, Statement of Work-Technical Support Services for the Office of Compliance.

The Contractor shall perform work under this contract only as directed in work assignment issued by the Contracting Officer.

**C.3 INCORPORATION OF CONTRACTOR'S TECHNICAL PROPOSAL (EP 52.210-120) (APR 1984)**

The Contractor's technical proposal entitled, "\_\_\_\_\_ " dated \_\_\_\_\_, is incorporated by reference and made a part of this contract. In the event of any inconsistency between the provisions of this contract and the Contractor's technical proposal, the contract provisions take precedence.

**C.4 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (OCT 2000)**

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) *General.* The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A - Minimum Set of Data Elements for Groundwater.

(3) EPA Computing and Telecommunications Services. The Enterprise Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document may be found at: <http://basin.rtpnc.epa.gov:9876/etsd/directives.nsf>.)

(c) Printed Documents. Documents listed in (b) (1) and (b) (2) may be obtained from:

U.S. Environmental Protection Agency  
Office of Administration  
Facilities Management and Services Division  
Distribution Section  
Mail Code: 3204  
Ariel Rios Building  
1200 Pennsylvania Avenue, N.W.  
Washington, D.C. 20460  
Phone: (202) 260-5797

(d) Electronic Access. Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/>.

#### **C.5 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (MAY 1999)**

(a) Executive Order 13101 of September 14, 1998, entitled "Greening the Government through Waste Prevention, Recycling, and Federal Acquisition" and Section 6002 of the Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. 6962, Pub L. 94-580, 90 Stat. 2822) require Federal agencies to procure designated items with the highest recovered materials content practicable.

(b) In the performance of this contract, the Contractor shall comply with the requirements of the following issuances:

(1) Title 40 of the Code of Federal Regulations, Part 247, Comprehensive Guideline for Procurement of Products Containing Recovered Materials (CPG), which designates items that are or can be made with recovered materials, and its companion pieces, the Recovered Materials Advisory Notices (RMANs). The CPG and RMANs provide recommended procurement practices, including recommended recovered material content levels, for purchasing products designated in the CPG. The Contractor shall comply with these recommendations, and such other CPG revisions and RMANs as the Environmental Protection Agency (EPA) may issue with respect to the procurement of products that contain recovered materials. (Copies of the CPG or RMANs, as well as information on manufacturers and vendors of designated items may be obtained by calling EPA's RCRA Hotline at (800) 424-9346, or, in the Washington, D.C., metropolitan area, at (703) 412-9810.)

(2) In complying with the requirements of paragraph (b), the Contractor shall coordinate its concerns and program guidance with EPA's Recycling Coordinator.

(c) The Contractor shall prepare and submit reports on the purchase of products containing recovered materials from time to time in accordance with written direction (e.g., in specified format) from the EPA Recycling Coordinator through the Contracting Officer. Reports shall be submitted to the EPA Recycling Coordinator, with a copy to the Contracting Officer, Mail Code 3204, Washington, D.C. 20460.

**SECTION D - PACKAGING AND MARKING**

[For this Solicitation, there are NO clauses in this Section]

**SECTION E - INSPECTION AND ACCEPTANCE**

**E.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.246-5	APR 1984	INSPECTION OF SERVICES--COST-REIMBURSEMENT

**E.2 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)**

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, the Project Officer is the authorized representative of the Contracting Officer.

(c) Inspection and acceptance will be performed at:

U.S. Environmental Protection Agency  
1200 Pennsylvania Avenue, N.W.  
Washington, D.C. 20460



**SECTION F - DELIVERIES OR PERFORMANCE****F.1 NOTICE Listing Contract Clauses Incorporated by Reference**

## NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP WORK ORDER ALTERNATE I (APR 1984)

**F.2 MONTHLY PROGRESS REPORT (EPAAR 1552.211-72) (JUN 1996) DEVIATION**

(a) The Contractor shall furnish three (3) copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments or delivery orders, include the estimated percentage of task completed during the reporting period for each work assignment or delivery order.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work assignment, such as subcontractor, overtime approvals, and work plan approvals.

(d) The report shall specify financial status at the contract level as follows:

(1) For the current reporting period, display the amount claimed.

(2) For the cumulative period and the cumulative contract life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the numbers of

hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours (by EPA contract labor category), and the total loaded direct labor costs.

(iii) For the cumulative contract period display: the negotiated and expended direct labor hours (by EPA labor category) and the total loaded direct labor costs.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs).

(5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.

(6) Average total cost per labor hour. For the current contract period, compare the actual total cost per hour to date with the average total cost per hour of the approved workplans.

(e) The report shall specify financial status at the work assignment or delivery order level as follows:

(1) For the current period, display the amount claimed.

(2) For the cumulative period display: amount shown on workplan, or latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the workplan amount or latest work assignment or delivery order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.

(3) Labor hours.

(I) A list of employees, their labor categories, and the number of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours (by EPA contract labor hour category) and the total loaded direct labor hours.

(iii) For the cumulative reporting period and cumulative contract period display: the negotiated and expended direct labor hours (by EPA contract labor hour category) and the total loaded direct labor costs.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(v) Display the estimates of remaining direct labor hours and costs required to complete the work assignment or delivery order.

(4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.

(5) Average cost per labor hour. For the current period, compare the actual total cost per hour of the approved workplans.

(6) A list of deliverables for each work assignment or delivery order during the reporting period.

(f) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.

(g) The reports shall be submitted to the following addresses on or before the 15th of each month following the first complete reporting period of the contract. See EPAAR 1552.232-70, Submission of Invoices, paragraph (e), for details on the timing of submittals. Distribute reports as follows:

1 Copy- Applicable Work Assignment Manager  
1 Copy- Project Officer  
1 Copy- Contracting Officer

### **F.3 WORKING FILES (EPAAR 1552.211-75) (APR 1984)**

The Contractor shall maintain accurate working files (by task or work assignment) on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this contract. The Contractor shall provide the information contained in its working files upon request of the Contracting Officer.

### **F.4 ADVISORY AND ASSISTANCE SERVICES (EPAAR 1552.211-78) (APR 1984)**

All reports containing recommendations to the Environmental Protection Agency shall include the following information on the cover of each report:

(a) name and business address of the contractor; (b) contract number; (c) contract dollar amount; (d) whether the contract was subject to full and open competition or a sole source acquisition (e) name of the EPA Project Officer and the EPA Project Officer's office identification and location; and (f) date of report.

### **F.5 PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)**

The period of performance of this contract shall be from date of contract award through 24 months after award inclusive of all required reports.

**SECTION G - CONTRACT ADMINISTRATION DATA****G.1 PAYMENT OF FEE (EPAAR 1552.216-74) (MAY 1991)**

(a) The term "fee" in this clause refers to either the fixed fee under a cost-plus-fixed-fee type contract, or the base fee under a cost-plus-award-fee type contract.

(b) The Government will make provisional fee payments on the basis of percentage of work completed. Percentage of work completed is the ratio of direct labor hours performed to the direct labor hours set forth in clause 1552.211-73, "Level of Effort--Cost-Reimbursement Term Contract."

**G.2 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) DEVIATION**

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The contractor shall submit the invoice or request for contract financing payment to the following offices/individuals in the contract: the original and two copies to the Accounting Operations office shown in Block 25 on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal -Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c) (1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual work assignments, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each work assignment and for the contract total, as well as any supporting data for each work assignment as identified in the instructions.

(2) The invoice or request for contract financing payment shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. For current costs, each major cost element shall include the appropriate supporting schedule

identified in the invoice preparation instructions. Cumulative charges represent the net sum of current charges by cost element for the contract period.

(d) (1) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract.

(d) (2) On a case-by-case basis, when needed to verify the reasonableness of subcontractor costs, the Contracting Officer may require that the contractor obtain from the subcontractor cost information in the detail set forth in (c) (2). This information should be obtained through a means which maintains subcontractor confidentiality (for example, via sealed envelopes), if the subcontractor expresses CBI concerns.

(e) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(f) (1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

### **G.3 METHOD OF PAYMENT (EP 52.232-220) (APR 1984)**

(a) Payments under this contract will be made either by check or by wire transfer through the Treasury Financial Communications System at the option of the Government.

(b) The Contractor shall forward the following information in writing to the paying office designated in this contract not later than 7 days after receipt of notice of award.

(1) Full name (where practicable), title, phone number, and complete mailing address of responsible official(s), (i) to whom check payments are to be sent, and (ii) who may be contacted concerning the bank account information requested below.

(2) The following bank account information required to accomplish wire transfers:

(i) Name, address, and telegraphic abbreviation of the receiving financial institution.

(ii) Receiving financial institution's 9-digit American Bankers Association (ABA) identifying number for routing transfer of funds. (Provide this number only if the receiving financial institution has access to the Federal Reserve Communications System.)

(iii) Recipient's name and account number at the receiving financial institution to be credited with the funds.

(iv) If the receiving financial institution does not have access to the Federal Reserve Communications System, provide the name of the correspondent financial institution through which the receiving financial institution receives electronic funds transfer messages. If a correspondent financial institution is specified, also provide:

(A) Address and telegraphic abbreviation of the correspondent financial institution.

(B) The correspondent financial institution's 9- digit ABA identifying number for routing transfer of funds.

(c) Any changes to the information furnished under paragraph (b) of this clause shall be furnished to the paying office in writing at least 30 days before the effective date of the change. It is the contractor's responsibility to furnish these changes promptly to avoid payments to erroneous addresses or bank accounts.

(d) The document furnishing the information required in paragraphs (b) and (c) must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and contract number.

(e) If this contract is assigned, the Contractor shall ensure that the information required above is submitted by the assignee to the paying office designated in the contract.

#### **G.4 INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION**

(a) In accordance with paragraph (d) of the "Allowable Cost and Payment" clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703-1(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following:

Environmental Protection Agency  
Chief, Cost and Rate Negotiation Service Center  
Office of Acquisition Management (3802R)  
Ariel Rios Building  
1200 Pennsylvania Avenue, N.W.

Washington, D. C. 20460

The Contractor shall also follow the notification and cost impact procedures prescribed in paragraph (b) below.

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.406-2) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the "Allowable Cost and Payment" clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, by means of a separate indirect cost rate agreement or a contract modification subject to adjustment when the final rates are established. The established billing rates are currently as follows:

Cost Center	
Period	TO BE DETERMINED
Rate	
Base	

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(1) For any retroactive indirect cost rate adjustments (i.e., indirect costs already billed), including final indirect cost rate adjustments, the Contractor shall provide to the Cost Policy and Rate Negotiation Section, with copies to the current EPA Contracting Officers of active contracts, a cost impact statement showing the effect of the indirect cost rate changes for each contract. This statement shall compare the cost billed to the cost the Contractor proposes to bill.

(2) For prospective indirect cost rate adjustments only, the Contractor shall notify the current EPA Contracting Officers of the new proposed rates when it proposes rates to the Cost Policy and Rate Negotiation Section.

(3) For either prospective or retroactive indirect cost rate adjustments, the Contractor shall provide the Cost Policy and Rate Negotiation Section with the names of the current EPA Contracting Officers for the affected contracts.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional

amount on account of indirect costs in excess of the ceiling rates listed below:

Cost Center	
Period	TO BE DETERMINED
Rate	
Base	

The ceiling rates specified above are applicable from the effective date of the contract through the end of the period of performance including any option periods.

#### **G.5 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)**

Project Officer(s) for this contract:

Project Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

Contract Specialist(s) responsible for administering this contract:

Administrative Contracting Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

#### **G.6 SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)**

The Contractor shall submit the information required by the "Subcontracts," clause to the Contracting Officer and assigned Project Officer. The Contracting Officer will provide written notice to the Contractor of his decision.

Consent is given to issue the following subcontracts:

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#### **G.7 GOVERNMENT-FURNISHED DATA (EPAAR 1552.245-71) (APR 1984)**

(a) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

- (1) The Contractor submits a timely written request for an equitable



adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished data shall remain in the Government.

(c) The Contractor shall use the Government-furnished data only in connection with this contract.

(d) The data will be furnished to the Contractor as specified in the work assignments.

#### **G.8 GOVERNMENT PROPERTY (EPAAR 1552.245-73) (JUN 2003) DEVIATION**

(a) The contractor shall not fabricate or acquire, on behalf of the Government, either directly or indirectly through a subcontract, any item of property without written approval from the Contracting officer.

(b) In accordance with paragraph (a) above, the contractor is authorized to acquire and/or fabricate the equipment listed below for use in the performance of this contract. The equipment is subject to the provisions of the "Government Property" clause.

NONE

(c) The Government will provide the following item(s) of Government property to the contractor for use in the performance of this contract. This property shall be used and maintained by the contractor in accordance with the provisions of the "Government Property" clause.

NONE

(d) The "EPA Contract Property Administration Requirements" provided below apply to this contract.

#### **U.S. Environmental Protection Agency Property Administration Requirements (PAR)**

**1. PURPOSE.** This document sets forth the requirements for Environmental Protection Agency (EPA) contractors in the performance of their Government property management responsibilities under contracts with EPA. These requirements supplement those contained in the Government property clause(s) in this contract, and part 45 of the Federal Acquisition Regulation (FAR).

**2. DELEGATION OF CONTRACT PROPERTY ADMINISTRATION.** EPA has delegated much of its contract property management oversight to the Defense Contract Management Command (DCMC). Shortly after award of a contract, the EPA contracting officer (CO) delegates the functions of property administration and plant clearance (disposal) for the contract to DCMC. Upon acceptance of that delegation, DCMC will provide notification to the contractor, identifying the assigned property administrator (PA) and plant clearance officer (PLCO). If the contract is not delegated to DCMC for administration, any reference to PA and PLCO throughout this document shall be construed to mean CO. The DCMC PA is available to the contractor for assistance in all matters of property administration. Notwithstanding the delegation, as necessary, the contractor may contact their EPA CO. In the event of disagreement between the contractor and the DCMC PA,

the contractor should seek resolution from the CO. Unless otherwise directed in the contract, or this document, all originals of written information or reports, except direct correspondence between the contractor and the DCMC PA, relative to Government property, should be forwarded to the administrative CO assigned to this contract.

### **3. REQUESTS FOR GOVERNMENT PROPERTY.**

a. In accordance with FAR 45.102, the contractor shall furnish all property required for performing Government contracts. If a contractor believes that Government facilities are required for performance of the contract, the contractor shall submit a written request to the CO. At a minimum, the request shall contain the following elements:

1. Contract number for which the facilities are required.
2. An item(s) description, quantity and estimated cost.
3. Certification that no like contractor facilities exist which could be utilized.
4. A detailed description of the task-related purpose of the facilities.
5. Explanation of negative impact if facilities are not provided by the Government.
6. If applicable, recommend the exception under FAR 45.302-1(a) or any applicable EPA class deviation (available upon request), and provide any other information which would support the furnishing of facilities, including contractor-acquired property (CAP).
7. Except when the request is for material, a lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the Government.

**The contractor may not proceed with acquisition of facilities on behalf of the Government until receipt of written authorization from the EPA CO.**

**4. TRANSFER OF GOVERNMENT PROPERTY.** When the contractor receives Government-furnished property (GFP), the contractor should receive, from the transferor, (either EPA or another contractor) all of the applicable data elements (Attachment 1 of this clause) needed to maintain the required records. If this information is not provided at the time of receipt of the property, the contractor shall request it from the EPA CO. The CO will attempt to obtain the data from the previous property holder, or, if data does not exist, will assist the current property holder in estimating the elements. Prior to signing an acceptance document for the property, the receiving contractor should perform a complete inventory of the property. Responsibility, as well as accountability, passes with the signed acceptance.

When, at the written direction of the EPA CO, the contractor transfers GFP to another contractor, or another Agency, the contractor shall provide the applicable data elements (Attachment 1 of this clause). Upon return of the

property to EPA, the same data must be provided by the contractor to the EPA CO.

## **5. RECORDS OF GOVERNMENT PROPERTY.**

a. In accordance with FAR 45.505 and 45.505-1, the contractor shall establish and maintain adequate property records for all Government property, regardless of value, including property provided to and in the possession of a subcontractor. Material (supplies) provided by the Government or acquired by the contractor and billed as a direct charge to the Government is Government property and records must be established as such.

b. The contractor shall establish and maintain the official Government property record. (If the contract contains the FAR Clause 52.245-1, the Government will maintain the official Government property records.) Such records shall contain the applicable data elements (Attachment 1 of this clause) **for all items of Government property regardless of cost.**

c. The Contractor shall identify all Superfund property and designate it as such both on the item and on the official Government property record. If it is not practicable to tag the item, the contractor shall write the ID number on a tag, card or other entity that may be kept with the item or in a file.

d. Support documentation used for posting entries to the property record shall provide complete, current and auditable data. Entries shall be posted to the record in a timely manner following an action.

e. For Government vehicles, in addition to the data elements required by EPA, the contractor shall also comply with the General Services Administration (GSA) and Department of Energy (DOE) record and report requirements supplied with all EPA provided motor vehicles. If the above requirements were not provided with the vehicle, the contractor shall notify the EPA CO.

f. When Government property is disclosed to be in the possession or control of the contractor but not provided under any contract, the contractor shall record and report the property in accordance with FAR 45.502(f) and (h).

**6. INVENTORIES OF GOVERNMENT PROPERTY.** The contractor shall conduct a complete physical inventory of EPA property at least once per year, unless otherwise directed by the PA. Reconciliation shall be completed within 30 calendar days of inventory completion. The contractor shall report the results of the inventory, including any discrepancies, to the DCMC PA upon completion of the reconciliation. The contractor's records shall indicate the completion date of the inventory.

See section 9 herein, Contract Closeout, for information on final inventories.

**7. REPORTS OF GOVERNMENT PROPERTY.** In accordance with FAR 45.505-14, EPA requires an annual summary report, for each contract, by contract number, of Government property in the contractor's possession as of September 30 each year.

a. For each classification listed in FAR 45.505-14(a), except material, the contractor shall provide the total acquisition cost and total quantity. If

there are zero items in a classification, or if there is an ending balance of zero, the classification must be listed with zeros in the quantity and acquisition cost columns.

b. For material, the contractor shall provide the total acquisition cost only.

c. Property classified as equipment, Superfund site equipment, and special test equipment, for the purpose of this report, must be reported on two separate lines. The first line shall include the total acquisition cost and quantity of all items or systems with a unit acquisition cost of \$25,000 or more. The second line shall include the total acquisition cost and quantity of all items with a unit acquisition cost of less than \$25,000.

d. For items comprising a system, which is defined as "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the annual report of Government property the components must be reported as a **system** with one total dollar amount for the system, if that system total is \$25,000 or more.

e. These reports are due at EPA no later than October 5 of each year. If October 5 is not a business day, the report is due on the first business day following October 5.

f. Distribution shall be as follows:

Original to: EPA CO

1 copy: DCMC PA

g. EPA Contractors are required to comply with GSA's and DOE's special reporting requirements for motor vehicles. A statement of these requirements will be provided by the EPA Facility Management and Services Division (FMSD) concurrent with receipt of each vehicle.

h. The contractor shall provide detailed reports on an as-needed basis, as may be requested by the CO or the PA.

**8. DISPOSITION OF GOVERNMENT PROPERTY.** The disposition process is composed of three distinct phases: identification of excess property, reporting of excess property, and final disposition.

a. Identification of Excess Property. The disposition process begins with the contractor identifying Government property that is excess to its contract. **Effective contractor property control systems provide for disclosing excesses as they occur.** Once inactive Government property has been determined to be excess to the contract to which it is accountable, it must be screened against the contractor's other EPA contracts for further use. If the property may be reutilized, the contractor shall notify the CO in writing. Government property will be transferred to other contracts only when the COs on both the current contract and the receiving contract authorize such a transfer in writing.

b. Reporting Excess Government Property. Excess Government property shall be reported in accordance with FAR Subpart 45.6. Inventory schedules A-E (SF Forms 1426-1434) provide the format for reporting of excess Government property. Instructions for completing the forms are located at FAR 45.606-5 and samples may be found in FAR 53.301-1426 thru 1434. Inventory schedules shall be forwarded to the DCMC PLCO with a copy to the EPA CO. The cover letter, which accompanies the inventory schedules, must include the EPA CO's name, address and telephone number. Inventory schedules must also contain a notification if the property is Superfund property. If the property is Superfund property, the contractor must also prominently include the following language on the inventory schedule: **"Note to PLCO: Reimbursement to the EPA Superfund is required."** When requested, by the PLCO or the CO, the contractor will provide the fair market value for those items requested.

c. Disposition Instructions.

1. If directed in writing by the EPA CO, the contractor will retain all or part of the excess Government property under the current contract for possible future requirements. The contractor shall request, from the PLCO, withdrawal from the inventory schedule of those items to be retained.

2. If directed in writing by the EPA CO, the contractor shall transfer the property to another EPA contractor. The contractor will transfer the property by shipping it in accordance with the instructions provided by the CO. The contractor shall request, from the PLCO, withdrawal from the inventory schedule of those items to be transferred. Further, the contractor shall notify the CO when the transfer is complete.

3. If directed in writing by the EPA CO, the contractor shall transfer the property to EPA. The contractor shall ship/deliver the property in accordance with the instructions provided by the CO. The contractor will request, from the PLCO, withdrawal from the inventory schedule of those items to be transferred to EPA. Further, the contractor shall notify the CO when the transfer is complete.

4. The contractor will ship the property elsewhere if directed, in writing, by the PLCO.

5. The PLCO will either conduct the sale or instruct the contractor to conduct a sale of surplus property. The contractor will allow prospective bidders access to property offered for sale.

6. Property abandoned by the PLCO on the contractor's site must be disposed of in a manner that does not endanger the health and safety of the public.

7. To effect transfer of accountability, the contractor shall provide the recipient of the property with the applicable data elements set forth in Attachment 1 of this clause. The contractor shall also obtain either a signed receipt from the recipient, or proof of shipment. The contractor shall update the official Government property record to indicate the disposition of the item and to close the record.

**9. CONTRACT CLOSEOUT.** The contractor shall complete a physical inventory of

**all** Government property at contract completion and the results, including any discrepancies, shall be reported to the DCMC PA. In the case of a terminated contract, the contractor shall comply with the inventory requirements set forth in the applicable termination clause. The results of the inventory, as well as a detailed inventory listing, must be forwarded to the CO. For terminated contracts, the contractor will conduct and report the inventory results as directed by the CO.

However, in order to expedite the disposal process, contractors may be required to, or may elect to submit to the CO, an inventory schedule for disposal purposes up to six (6) months prior to contract completion. If such an inventory schedule is prepared, the contractor must indicate the earliest date that each item may be disposed.

The contractor shall update all property records to show disposal action. The contractor shall notify the DCMC PA, in writing, when all work has been completed under the contract and all Government property accountable to the contract has been disposed.

## Attachment 1

**REQUIRED DATA ELEMENTS.** Where applicable (all elements are not applicable to material) the contractor is required to maintain, at a minimum, the information related to the following data elements for EPA Government property:

- Contractor Identification/Tag Number;
- Description;
- Manufacturer;
- Model;
- Serial Number;
- Acquisition Date;
- Date received;
- Acquisition Cost\*;
- Acquisition Document Number;
- Location;
- Contract Number;
- Account Number (if supplied);
- Superfund (Yes/No);
- Inventory Performance Date;
- Disposition Date.

\* Acquisition cost shall include the price of the item plus all taxes, transportation and installation charges allocable to that item.

NOTE: For items comprising a system which is defined as, "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the Annual Report of Government Property, the components must be reported as a **system** with one total dollar amount for the system, if that system total is \$25,000 or more.

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER (EPAAR 1552.203-71) (AUG 2000)**

(a) For EPA contracts valued at \$1,000,000 or more including all contract options, the contractor shall prominently display EPA Office of Inspector General Hotline posters in contractor facilities where the work is performed under the contract.

(b) Office of Inspector General hotline posters may be obtained from the EPA Office of Inspector General, ATTN: OIG Hotline (2443), 1200 Pennsylvania Avenue, NW, Washington, DC 20460, or by calling (202) 260-5113.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and provided instructions that encourage employees to make such reports.

### **H.2 PRINTING (EPAAR 1552.208-70) (OCT 2000)**

#### *(a) Definitions.*

"Printing" is the process of composition, plate making, presswork, binding and microform; or the end items produced by such processes and equipment. Printing services include newsletter production and periodicals which are prohibited under EPA contracts.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a color inkjet or color laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement).



*(b) Prohibition.*

The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing. The intent of the limitation is not to allow the duplication of final documents for use by the Agency. In compliance with EPA Order 2200.4a, EPA Publication Review Procedure, the Office of Communications, Education, and Media Relations is responsible for the review of materials generated under a contract published or issued by the Agency under a contract intended for release to the public.

*(c) Affirmative Requirements.*

(1) Unless otherwise directed by the contracting officer, the contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the contracting officer, the contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA's Web site for the Comprehensive Procurement Guidelines at: <http://www.epa.gov/cpg/>.

*(d) Permitted Contractor Activities.*

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), so long as such pages do not exceed the maximum image size of 10\3/4\ by 14\1/4\ inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress. The intent of the limitation is to allow ``incidental'' duplication (drafts, proofs) under a contract. The intent of the limitation is not to allow the duplication of copies of final documents for use by the Agency or as distributed as instructed by the Agency.

(3) The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, so long as such pages do not exceed the maximum image size of 10\3/4\ by 14\1/4\ inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress.

(4) The contractor may perform the duplication of no more than a total of 100 diskettes or CD-ROM's. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint

Committee on Printing, U. S. Congress.

(e) *Violations.*

The contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) *Flowdown Provision.*

The contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

**H.3 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994)  
ALTERNATE I (MAY 1994)**

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

**H.4 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994) ALTERNATE I (JUN 1994) DEVIATION**

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

#### **H.5 LIMITATION OF FUTURE CONTRACTING (HEADQUARTERS SUPPORT) (EPAAR 1552.209-74) (MAR 1997) ALTERNATE V (MAY 1994)**

(a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.

(b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime Contractor or subcontractor under an ensuing EPA contract.

(c) During the life of this contract, and for a period of five (5) years after completion of the contract, unless prior written approval is obtained from the cognizant EPA Contracting Officer, the Contractor shall not enter into a contract (1) with owners or operators of facilities which may be impacted by enforcement and compliance activities performed under a work assignment as regulated parties under the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA); the Toxic Substances Control Act (TSCA); the Oil Pollution Act (OPA); the Emergency Planning and Community Right-to-Know Act

(EPCRA); the Asbestos Hazard Emergency Response Act (AHERA); the Clean Air Act (CAA); the Clean Water Act (CWA); the Safe Drinking Water Act (SDWA); the Resources Conservation and Recovery Act (RCRA) and/or and Title X of the Housing and Community Development Act of 1992; (2) or act as consultants to any such regulated parties that may be impacted by enforcement and compliance activities performed under a work assignment.

(d) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

(e) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.

(f) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (f), unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

(g) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.

(h) A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

#### **H.6 CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209-76) (OCT 2002)**

The contracting officer shall complete a Contractor Performance Report (Report) within ninety (90) business days after the end of each 12 months of contract performance (interim Report) or after the last 12 months (or less) of contract performance (final Report) in accordance with EPAAR 1509.170-5. The

contractor shall be evaluated based on the following ratings:

0 = Unsatisfactory,  
1 = Poor,  
2 = Fair,  
3 = Good,  
4 = Excellent,  
5 = Outstanding,  
N/A = Not Applicable.

The contractor may be evaluated based on the following performance categories:

Quality,  
Cost Control,  
Timeliness of Performance,  
Business Relations,  
Compliance with Labor Standards,  
Compliance with Safety Standards, and  
Meeting Small Disadvantaged Business Subcontracting Requirements.

(a) The contracting officer shall initiate the process for completing interim Reports within five (5) business days after the end of each 12 months of contract performance by requesting the project officer to evaluate contractor performance for the interim Report. In addition, the contracting officer shall initiate the process for completing final Reports within five (5) business days after the last 12 months (or less) of contract performance by requesting the project officer to evaluate contractor performance for the final Report. The final Report shall cover the last 12 months (or less) of contract performance. Within thirty (30) business days after the project officer receives a request from the contracting officer to complete an evaluation, the project officer shall:

(1) Complete a description of the contract requirements;

(2) Evaluate contractor performance and assign a rating for quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories (including a narrative for each rating);

(3) Provide any information regarding subcontracts, key personnel, and customer satisfaction;

(4) Assign a recommended rating for the business relations performance category (including a narrative for the rating); and

(5) Provide additional information appropriate for the evaluation or future evaluations.

(b) The contracting officer shall:

(1) Ensure the accuracy of the project officer's evaluation by verifying that the information in the contract file corresponds with the designated project officer's ratings;

(2) Assign a rating for the business relations and meeting small disadvantaged business subcontracting requirements performance categories (including a narrative for each rating).

(3) Concur with or revise the project officer's ratings after consultation with the project officer;

(4) Provide any additional information concerning the quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories if deemed appropriate for the evaluation or future evaluations (if any), and provide any information regarding subcontracts, key personnel, and customer satisfaction; and

(5) Forward the Report to the contractor within ten (10) business days after the contracting officer receives the project officer's evaluation.

(c) The contractor shall be granted thirty (30) business days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The contractor shall:

(1) Review the Report;

(2) Provide a response (if any) to the contracting officer on company letter head or electronically;

(3) Complete contractor representation information; and

(4) Forward the Report to the contracting officer within the designated thirty (30) business days.

(d) The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) business days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after expiration of the specified 30 business days.

(e) If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the project officer, shall initially try to resolve the disagreement(s) with the contractor.

(f) If the disagreement(s) is (are) not resolved between the contractor and the contracting officer, the contracting officer shall provide a written recommendation to one level above the contracting officer for resolution as promptly as possible, but no later than five (5) business days after the contracting officer is made aware that the disagreement(s) has (have) not been resolved with the contractor. The individual who is one level above the contracting officer shall:

(1) Review the contracting officer's written recommendation; and

(2) Provide a written determination to the contracting officer for summary ratings (ultimate conclusion for ratings pertaining to the performance period being evaluated) within five (5) business days after the individual one level above the contracting officer receives the contracting officer's written recommendation.

(g) If the disagreement is resolved, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after consultation.

(h) The contracting officer shall complete the Agency review and sign the Report within three (3) business days after the contracting officer receives a written determination for summary ratings from one level above the contracting officer.

(i) An interim or final Report is considered completed after the contracting officer signs the Report. The contracting officer must provide a copy of completed Reports (interim and final) to the contractor within two (2) business days after completion.

#### **H.7 OPTION TO EXTEND THE TERM OF THE CONTRACT--COST-TYPE CONTRACT (EPAAR 1552.217-71) (APR 1984) DEVIATION**

The Government has the option to extend the term of this contract for 2 additional period(s). If more than 60 days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 60 days of the period of performance, the Government must provide to the Contractor written notification prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option. Use of an option will result in the following contract modifications:

(a) The "Period of Performance" clause will be amended as follows to cover the Base and Option Periods:

Period	Start Date	End Date
Option Period I	Award Date + 2 Years	Award Date + 4 Years
Option Period II	Award Date + 4 Years	Award Date + 5 Years

(b) Paragraph (a) of the "Level of Effort" clause will be amended to reflect a new and separate level of effort of:

Period	Level of Effort*
Base	12,500 Hours
Option I	12,500 Hours
Option II	10,000 Hours

\* For each contract awarded

(c) The "Estimated Cost and Fixed Fee" clause will be amended to reflect increased estimated costs and fixed fees for each option period as follows:

Option Period	Estimated Cost	Fixed Fee	Total
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TO BE DETERMINED

(d) If this contract contains "not to exceed amounts" for elements of other direct costs (ODC), those amounts will be increased as follows:

TO BE DETERMINED

#### **H.8 OPTION FOR INCREASED QUANTITY--COST-TYPE CONTRACT (EPAAR 1552.217-73) (JUN 1997)**

(a) By issuing a contract modification, the Government may increase the estimated level of effort by:

Period	Level of Effort (hours)*
Base	6,250
Option I	6,250
Option II	5,000

\*For each contract awarded

The Government may issue a maximum of five (5) orders to increase the level of effort in multiples of 1250\* hours during the Base Year, and Option Period I, and a maximum of four (4) orders to increase the level of effort in multiples of 1250\* hours during Option Period II.

\* For each contract awarded

The estimated cost and fixed fee of each multiple of hours is as follows:

Period	Estimated Cost	Fixed Fee	Total
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TO BE DETERMINED

(b) When these options are exercised, paragraph (a) of the "Level of Effort" clause and the "Estimated Cost" clause will be modified accordingly.

(c) If this contract contains "not to exceed amounts" for elements of other direct costs (ODCs), those amounts will be increased as follows:



**H.9 SMALL DISADVANTAGED BUSINESS TARGETS (EPAAR 1552.219-73) (OCT 2000)**

(a) In accordance with FAR 19.1202-4(a) and EPAAR 52.219-72, the following small disadvantaged business (SDB) participation targets proposed by the contractor are hereby incorporated into and made part of the contract:

Contractor Targets	NAICS Major Group	Dollars	Percentage of Total Contract Value
Total Prime Contractor Targets (Including joint venture partners)			
Total Subcontractor Targets			

(b) The following specifically identified SDB(s) was (were) considered under the Section M-SDB participation evaluation factor or subfactor (continue on separate sheet if more space is needed):

- (1) \_\_\_\_\_
- (2) \_\_\_\_\_
- (3) \_\_\_\_\_
- (4) \_\_\_\_\_
- (5) \_\_\_\_\_

The contractor shall promptly notify the contracting officer of any substitution of firms if the new firms are not SDB concerns.

(c) In accordance with FAR 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting, the contractor shall report on the participation of SDB concerns in the performance of the contract no less than thirty (30) calendar days prior to each annual contractor performance evaluation [contracting officer may insert the dates for each performance evaluation (i.e., every 12 months after the effective date of contract)] or as otherwise directed by the contracting officer.

**H.10 UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)**

(a) (1) "Rural area small business concern," as used in this clause, means a small business concern that is located and conducts its principal operations in a rural geographic area (county or parish) listed in the Small Business Administration's Listing of Non-Metropolitan Rural Counties by State.

(2) "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government

contracts, and qualified as a small business under the criteria and size standard in 13 CFR 121.

(b) It is the policy of the Environmental Protection Agency (EPA) that rural area small business concerns shall have the maximum practicable opportunity to participate in performing contracts awarded by EPA.

(c) The contractor shall use its best efforts to give rural area small business concerns the opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of this contract.

(d) The contractor shall incorporate the substance of this clause in any subcontract that may provide for additional subcontracting opportunities.

**H.11 UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)**

(a) It is the Policy of the Environmental Protection Agency that historically black colleges and universities shall have the maximum practicable opportunity to participate in performing contracts awarded by the Agency.

(b) The Contractor shall use its best efforts to give historically black colleges and universities the opportunity to participate in any subcontracts awarded to the fullest extent consistent with efficient performance of this contract.

(c) The contractor shall incorporate the substance of this clause in any subcontract which may provide for additional subcontracting opportunities.

**H.12 INSURANCE LIABILITY TO THIRD PERSONS (EPAAR 1552.228-70) (OCT 2000)**

(a)(1) Except as provided in subparagraph (2) below, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), and comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting officer may require or approve and with insurers approved by the Contracting officer.

(b) The Contractor agrees to submit for the Contracting officer's approval, to the extent and in the manner required by the Contracting officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed for that portion of the reasonable cost of insurance allocable to this contract, and required or approved under this clause, in accordance with its established cost accounting practices.

**H.13 STATE AND LOCAL TAXES (EPAAR 1552.229-70) (NOV 1989)**

In accordance with FAR 29.303 and FAR 31.205-41, the Contractor or any subcontractor under this contract shall not be reimbursed for payment of any State and local taxes for which an exemption is available. The Contractor is responsible for determining the availability of State and local tax exemptions and obtaining such exemptions, if available. The Contractor shall include this clause, suitably modified to identify the parties, in all subcontracts at any tier. The Contractor shall notify the Contracting Officer if problems arise in obtaining a State and local tax exemption. The contractor may seek a waiver by the Contracting Officer from this requirement if the administrative burden of seeking an exemption appears to outweigh the potential savings to the Government.

**H.14 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)**

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Contractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor to collect information.

#### **H.15 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984)**

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

**H.16 ACCESS TO FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT  
CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-73) (APR 1996)**

In order to perform duties under the contract, the Contractor will need to be authorized for access to Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI). The Contractor and all of its employees handling CBI while working under the contract will be required to follow the procedures contained in the security manual entitled "FIFRA Information Security Manual." These procedures include applying for FIFRA CBI access authorization for each individual working under the contract who will have access to FIFRA CBI, execution of confidentiality agreements, and designation by the Contractor of an individual to serve as a Document Control Officer. The Contractor will be required to abide by those clauses contained in EPAAR 1552.235-70, 1552.235-71, and 1552.235-77 that are appropriate to the activities set forth in the contract.

Until EPA has approved the Contractor's security plan, the Contractor may not be authorized for FIFRA CBI access away from EPA facilities.

**H.17 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (TSCA) (EPAAR 1552.235-76) (APR 1996)**

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Information Law or his/her designee; and (iii) return the CBI to the PO or his/her designee, whenever the information is no longer required by the Contractor for performance of the work required by the contract, or upon completion of this contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

#### **H.18 DATA SECURITY FOR FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-77) (DEC 1997)**

The Contractor shall handle Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality," the provisions set forth below, and the Contractor's approved detailed security plan.

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose FIFRA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all FIFRA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the FIFRA Information Security Manual. The manual may be obtained from the Project Officer (PO) or the Chief, Information Services Branch (ISB), Program Management and Support Division, Office of Pesticide Programs (OPP) (H7502C), U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Washington, DC 20460.

(2) The Contractor and Contractor's employees shall follow the security procedures set forth in the Contractor's security plan(s) approved by EPA.

(3) Prior to receipt of FIFRA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to FIFRA CBI have been briefed on the handling, control, and security requirements set forth in the FIFRA Information Security Manual.

(4) The Contractor Document Control Officer (DCO) shall obtain a signed copy of the FIFRA "Contractor Employee Confidentiality Agreement" from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(b) The Contractor agrees that these requirements concerning protection of FIFRA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under FIFRA may not be disclosed except as authorized by the Act, and that any unauthorized

disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in FIFRA (7 U.S.C. 136h(f)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee all documents, logs, and magnetic media which contain FIFRA CBI. In addition, each Contractor employee who has received FIFRA CBI clearance will sign a "Confidentiality Agreement for Contractor Employees Upon Relinquishing FIFRA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA PO or his/her designee, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

#### **H.19 DATA SECURITY FOR TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-78) (DEC 1997)**

The Contractor shall handle Toxic Substances Control Act (TSCA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality."

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose TSCA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all TSCA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the TSCA CBI Security Manual. The manual may be obtained from the Director, Information Management Division (IMD), Office of Pollution Prevention and Toxics (OPPT), U.S. Environmental Protection Agency (EPA), Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Washington, DC 20460. Prior to receipt of TSCA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to TSCA CBI have been briefed on the handling, control, and security requirements set forth in the TSCA CBI Security Manual.

(2) The Contractor shall permit access to and inspection of the Contractor's facilities in use under this contract by representatives of EPA's Assistant Administrator for Administration and Resources Management, and the

TSCA Security Staff in the OPPT, or by the EPA Project Officer.

(3) The Contractor Document Control Officer (DCO) shall obtain a signed copy of EPA Form 7740-6, "TSCA CBI Access Request, Agreement, and Approval," from each of the Contractor's employees who will have access to the information before the employee is allowed access. In addition, the Contractor shall obtain from each employee who will be cleared for TSCA CBI access all information required by EPA or the U.S. Office of Personnel Management for EPA to conduct a Minimum Background Investigation.

(b) The Contractor agrees that these requirements concerning protection of TSCA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under TSCA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in TSCA (15 U.S.C. 2613(d)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee, all documents, logs, and magnetic media which contain TSCA CBI. In addition, each Contractor employee who has received TSCA CBI clearance will sign EPA Form 7740-18, "Confidentiality Agreement for Contractor Employees Upon Relinquishing TSCA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA OPPT/IMD, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause, when:

(1) The Contractor submits a timely written request for an equitable adjustment; and,

(2) The facts warrant an equitable adjustment.

## **H.20 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996)**

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or



other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C.1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of

Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

#### **H.21 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-80) (OCT 2000)**

It is not anticipated that it will be necessary for the contractor to have access to confidential business information (CBI) during the performance of tasks required under this contract. However, the following applies to any and all tasks under which the contractor will or may have access to CBI:

The contractor shall not have access to CBI submitted to EPA under any authority until the contractor obtains from the Project Officer a certification that the EPA has followed all necessary procedures under 40 CFR part 2, subpart B (and any other applicable procedures), including providing, where necessary, prior notice to the submitters of disclosure to the contractor.

#### **H.22 TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) DEVIATION**

(a) The Project Officer is the primary representative of the Contracting Officer authorized to provide technical direction on contract performance.

(b) Individuals other than the Project Officer may be authorized to provide technical direction. If individuals other than the Project Officer are authorized to provide technical direction, their names will be specified in the contract, delivery order, work assignment or technical direction document as appropriate. A Delivery Order Project Officer, Work Assignment Manager or Task Manager is authorized to provide technical direction, subject to the limitations set forth below, only on his/her delivery order, work assignment or technical direction document.

(c) Technical direction includes:

(1) Direction to the contractor which assists the contractor in

accomplishing the Statement of Work.

(2) Comments on and approval of reports or other deliverables.

(d) Technical direction must be within the contract and the delivery order, work assignment or technical direction document statement of work. The Project Officer or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, delivery order, work assignment or technical direction document; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract, delivery order, work assignment or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract, delivery order, work assignment or technical direction document.

(e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer and the Project Officer.

#### **H.23 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)**

(a) The Contractor shall assign to this contract the following key personnel:

TO BE DETERMINED

(b) During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial ninety (90) calendar day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

#### **H.24 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)**

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by

the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.

#### **H.25 REHABILITATION ACT NOTICE (EPAAR 1552.239-70) (OCT 2000)**

(a) EPA has a legal obligation under the Rehabilitation Act of 1973, 29 U.S.C. 791, to provide reasonable accommodation to persons with disabilities who wish to attend EPA programs and activities. Under this contract, the contractor may be required to provide support in connection with EPA programs and activities, including conferences, symposia, workshops, meetings, etc. In such cases, the contractor shall, as applicable, include in its draft and final meeting announcements (or similar documents) the following notice:

*It is EPA's policy to make reasonable accommodation to persons with disabilities wishing to participate in the agency's programs and activities, pursuant to the Rehabilitation Act of 1973, 29 U.S.C. 791. Any request for accommodation should be made to the specified registration contact for a particular program or activity, preferably one month in advance of the registration deadline, so that EPA will have sufficient time to process the request.*

(b) Upon receipt of such a request for accommodation, the contractor shall immediately forward the request to the EPA contracting officer, and provide a copy to the appropriate EPA program office. The contractor may be required to provide any accommodation that EPA may approve. However, in no instance shall the contractor proceed to provide an accommodation prior to receiving written authorization from the contracting officer.

(c) The contractor shall insert in each subcontract or consultant agreement placed hereunder provisions that shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the contracting officer.

#### **H.26 ACCESS TO EPA COMPUTERS (EP 52.239-101) (FEB 1986)**

The personnel listed below have been authorized access to EPA computers in the performance of this contract. In the event of changes to this listing through a reassignment, resignation, termination, completion of a task or any other reason making such access unnecessary, the Contractor shall immediately notify the Contracting Officer.

NONE

#### **H.27 FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY (EPAAR 1552.245-72) (APR 1984)**

The Contractor shall not fabricate nor acquire under this contract, either directly or indirectly through a subcontract, any item of nonexpendable property without written approval from the Contracting Officer.

#### **H.28 EPA SPONSORED MEETING, WORKSHOPS, AND CONFERENCES (LOCAL LW-31-15) (DEC 2001)**

If this contract requires contractor support for any EPA-sponsored

meetings, workshops, conferences, etc., the following shall apply:

EPA meetings shall be held in Federal facilities whenever available. EPA is required to notify GSA when the Agency has a short term need for meeting facilities and such facilities are not available within the Agency. The EPA Project Officer or Work Assignment Manager will determine and advise the contractor when Federal facilities are not available.

Except for contractors, experts, consultants, or subcontractors or other personnel necessary for performance of the work called for by this contract, the cost of travel, food, lodging, etc., for other participants or attendees shall not be allowable costs under this contract. All such required personnel for which costs are being claimed must be approved by the Project Officer.

The cost of beverages, food, refreshments, etc., consumed by participants or attendees at the workshops, meetings, or conferences shall not be an allowable charge under this contract (i.e., refreshments versus per diem or subsistence costs).

Any registration fees must be approved by the Contracting Officer. If approved, fees collected must be accounted for and turned over to the EPA Finance Office. They may not be used to offset any of the cost for performing the contract.

## **H.29 PUBLIC COMMUNICATION**

All Contractor, subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing work on EPA property or attending meetings in the performance of this contract. The badge shall contain the individual's name and the company name and logo. When participating in such meetings those individuals in the contractor's employee must supplement physical identification with verbal announcements so that it is clear to the assembled group that they are employees of the contractor and not the Agency. In addition, when working on EPA property, all contractor, subcontractor, and consultant personnel shall have signs visible on their desks or at their work sites that clearly state that they are not EPA employees.

## **H.30 Inspector Training Requirements**

If conducting lead inspections on behalf of the Environmental Protection Agency (EPA) under this contract and resultant work assignments, the Contractor shall complete the following EPA Training Program requirements as specified in Item 4 of Executive Order 3500.1. Training requirements in Item 4 of the Order are as follows:

4. TRAINING PROGRAM EPA's training program consists of three parts: Occupational Health and Safety Curriculum, Basic Inspector Curriculum, and Program-Specific Curriculum, as detailed in Items 4(a), (b), and (c) below. Refresher course requirements are in Item 4(d).

a. Occupational Health & Safety Curriculum All EPA employees are required to complete applicable Occupational Health and Safety Training before engaging in any field activities. EPA's Safety, Health and

Environmental Management Program (SHEMP) establishes basic, intermediate, advanced and refresher level training requirements for compliance inspectors/field investigators in its directives and guidelines.

b. Basic Inspector Curriculum This curriculum provides a comprehensive overview of the knowledge and skills needed for compliance inspections/field investigations under any of EPA's statutes. It consists of a course that integrates legal, technical, and administrative subjects with communication skills. For specific information regarding applicable, recommended and required training for EPA compliance inspectors/field investigators please refer to the EPA Compliance Inspector/Field Investigator Training Guidance Document. (Please see note in Item 1 of this Order).

c. Program-Specific Curriculum This curriculum establishes the required and recommended training in legal, programmatic, and technical subjects for each major media program or specific program compliance inspection/field investigation activity. The curriculum is contained in the EPA Compliance Inspector/Field Investigator Training Guidance Document. (Please see note in Item 1 of this Order). If the program-specific curriculum for each major media program or specific program compliance inspection/field investigation activity is not specified, then a minimum of 24 hours of appropriate and relevant program-specific training and completion of a minimum of 2 (8 hour) days of on-the-job training or 2 compliance inspections/field investigations (whichever is longer) must be completed. The appropriateness and relevance of the training is to be determined by the supervisor/team leader and based on the type and nature of work to be performed. Additional program-specific specialized training is recommended to further develop inspection skills.

d. Refresher Course Requirements All compliance inspectors/field investigators, full-time or part-time (which may include first-line supervisors or team leaders) must complete annual refresher training as follows:

(1) Occupational Health and Safety: EPA's Safety, Health and Environmental Management Program (SHEMP) establishes basic, intermediate, advanced and refresher level training requirements for compliance inspectors/field investigators in its directives and guidelines.

(2) OECA, program offices, or first-line supervisors are responsible for identifying any necessary refresher Basic Inspector and/or refresher Program-Specific Curriculum on new or revised policies, regulations or legislation.

(3) OECA, program offices, or first-line supervisors should identify the additional training necessary to become more proficient in a specific media program, qualified in additional regulations, qualified for inspecting additional industries, or to become proficient in multi-media work.

e. Exceptions to the Training Requirement

(1) Occupational Health & Safety Courses Any exceptions to the Occupational Health and Safety Training requirements must be made in accordance with Safety, Health and Environmental Program (SHEMP) requirements.

(2) Basic Inspector Curriculum and Program-Specific Curriculum Any

exceptions to the Basic Inspector and Program-Specific Curricula must be approved by the appropriate Assistant Administrator or Regional Administrator based on an evaluation by the first-line supervisor or team leader of the compliance inspector/field investigator's knowledge, experience, and training attained prior to the effective date of this Order.

#### **H.31 ACCESS TO TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-75) (APR 1996)**

In order to perform duties under the contract, the Contractor will need to be authorized for access to Toxic Substances Control Act (TSCA) confidential business information (CBI). The Contractor and all of its employees handling CBI while working under the contract will be required to follow the procedures contained in the security manual entitled "TSCA Confidential Business Information Security Manual." These procedures include applying for TSCA CBI access authorization for each individual working under the contract who will have access to TSCA CBI, execution of confidentiality agreements, and designation by the Contractor of an individual to serve as a Document Control Officer. The Contractor will be required to abide by those clauses contained in EPAAR 1552.235-70, 1552.235-71, and 1552.235-78 that are appropriate to the activities set forth in the contract.

Until EPA has inspected and approved the Contractor's facilities, the Contractor may not be authorized for TSCA CBI access away from EPA facilities.

#### **H.32 Hotline Support**

All responses to inquiries shall contain EPA approved information. At no time shall Contractor staff respond with opinions, whether they be personal opinions of the Contractor staff members, the opinions of the Contractor as a corporate entity, or the personal opinions of government officials or representatives who have assisted in providing the response. Contractor staff shall be especially alert to insure that options concerning EPA policy and policy interpretations of regulations are not part of any response to persons seeking assistance. Any information request, especially one involving legal/policy interpretation and/or a highly technical response that cannot be answered readily from EPA-approved materials shall be referred to the appropriate EA personnel to obtain a response. If possible, the response obtained from an EPA employee should be in writing. The Government shall furnish the Contractor with a list of subject-matter contacts within EPA to consult when researching answers to questions. Information requests which are forwarded to EPA employees will be documented, along with the response, in a report designated by the Government.

**PART II - CONTRACT CLAUSES****SECTION I - CONTRACT CLAUSES****I.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

## FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	DEC 2001	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 2003	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	OCT 2003	CENTRAL CONTRACTOR REGISTRATION
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.216-7	DEC 2002	ALLOWABLE COST AND PAYMENT
52.216-8	MAR 1997	FIXED FEE
52.219-4	JAN 1999	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS
52.219-8	OCT 2000	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-16	JAN 1999	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN
52.219-25	OCT 1999	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM -- DISADVANTAGED STATUS AND REPORTING
52.222-3	JUN 2003	CONVICT LABOR
52.222-26	APR 2002	EQUAL OPPORTUNITY



52.222-35	DEC 2001	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	DEC 2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.225-13	DEC 2003	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE II (JUN 1987)
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE III (JUN 1987)
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.228-7	MAR 1996	INSURANCE--LIABILITY TO THIRD PERSONS
52.232-17	JUN 1996	INTEREST
52.232-20	APR 1984	LIMITATION OF COST
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-25	OCT 2003	PROMPT PAYMENT
52.232-25	OCT 2003	PROMPT PAYMENT ALTERNATE I (FEB 2002)
52.232-33	OCT 2003	PAYMENT BY ELECTRONIC FUNDS
52.232-34	MAY 1999	TRANSFER--CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION
52.233-3	AUG 1996	DISPUTES ALTERNATE I (DEC 1991)
52.242-1	APR 1984	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)
52.242-3	MAY 2001	NOTICE OF INTENT TO DISALLOW COSTS
52.242-4	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-13	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-2	AUG 1987	CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984)
52.245-5	JUN 2003	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES
52.249-6	SEP 1996	TERMINATION (COST-REIMBURSEMENT)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

## **I.2 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (FAR 52.204-4) (JUN 1996) DEVIATION**

(a) In accordance with Executive Order 12873, dated October 20, 1993, as amended by Executive Order 12995, dated March 25, 1996, the Offeror/Contractor

is required to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20% postconsumer material.

(b) The 20% standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, and other uncoated printed and writing paper, such as writing and office paper, book paper, cotton fiber paper, and cover stock. An alternative standard to meeting the 20% postconsumer material standard is 50% recovered material content of certain industrial by-products.

### **I.3 NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19) (OCT 1997)**

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

### **I.4 OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the

Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the end of the option.

#### **I.5 SMALL BUSINESS SUBCONTRACTING PLAN (FAR 52.219-9) (OCT 2001)**

(a) This clause does not apply to small business concerns.

(b) *Definitions.* As used in this clause--

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. Service-disabled veteran-owned small business concerns meet the definition of veteran-owned small business concerns, and offerors may include them within the subcontracting plan goal for veteran-owned small business concerns. A separate goal for service-disabled veteran-owned small business concerns is not required. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of-

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with--

- (i) Small business concerns;
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns; and
- (vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause in this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will--

- (i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZONE small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.

(iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating--

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact--

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through--

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned

small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--

(1) the master plan has been approved,

(2) the offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer, and

(3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with--

(1) the clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) an approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:



(1) *Standard Form 294, Subcontracting Report for Individual Contracts.* This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) *Standard Form 295, Summary Subcontract Report.* This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

**I.6 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (FAR 52.219-23) (JUN 2003) ALTERNATE I (JUN 2003)**

(a) *Definitions.* As used in this clause--

"Small disadvantaged business concern" means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c) (2); and

(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment,

an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DOD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) *Evaluation adjustment.* (1) The Contracting Officer will evaluate offers by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment;

(ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));

(iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;

(iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and

(v) For DoD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) *Waiver of evaluation adjustment.* A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this

clause do not apply to offers that waive the adjustment.

\_\_\_\_ Offeror elects to waive the adjustment.

(d) *Agreements.* (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for--

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a non-manufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name shall furnish in performing this contract only end items manufactured or produced by small business concerns in the United States or its outlying areas. This paragraph does not apply to construction or service contracts.

#### **I.7 PAYMENT FOR OVERTIME PREMIUMS (FAR 52.222-2) (JUL 1990)**

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$00.00 or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

#### **I.8 CONTINUITY OF SERVICES (FAR 52.237-3) (JAN 1991)**

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a prorated portion of the fee (profit) under this contract.

#### **I.9 SUBCONTRACTS (FAR 52.244-2) (AUG 1998) ALTERNATE II (AUG 1998)**

(a) *Definitions.* As used in this clause--

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

TO BE DETERMINED

(f) (1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required; (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the

Contractor's purchasing system shall constitute a determination--

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c) (4) (i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

TO BE DETERMINED

#### **I.10 COMPETITION IN SUBCONTRACTING (FAR 52.244-5) (DEC 1996)**

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

#### **I.11 SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (APR 2003)**

(a) *Definitions.* As used in this clause--

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.21908, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

**I.12 SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (FAR 52.247-67) (JUN 1997)**

(a)1) In accordance with paragraph (a)(2) of this clause, the Contractor shall submit to the General Services Administration (GSA) for audit, legible copies of all paid freight bills/invoices, commercial bills of lading (CBL's), passenger coupons, and other supporting documents for transportation services on which the United States will assume freight charges that were paid (i) by the Contractor under a cost-reimbursement contract, and (ii) by a first -tier subcontractor under a cost-reimbursement subcontract thereunder.

(2) Cost-reimbursement Contractors shall only submit for audit those CBL's with freight shipment charges exceeding \$50.00. Bills under \$50.00 shall be retained on-site by the Contractor and made available for GSA on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.



(b) The Contractor shall forward copies of paid freight bills/invoices, CBL's, passenger coupons, and supporting documents as soon as possible following the end of the month, in one package to the General Services Administration, ATTN: FWA, 1800 F Street, NW, Washington, DC 20405. The Contractor shall include the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for first tier subcontractors under a cost-reimbursement contract. If the inclusion of the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for any subcontractor in the shipment is not practicable, the documents may be forwarded to GSA in a separate package.

(c) Any original transportation bills or other documents requested by GSA shall be forwarded promptly by the Contractor to GSA. The Contractor shall ensure that the name of the contracting agency is stamped or written on the face of the bill before sending it to GSA.

(d) A statement prepared in duplicate by the Contractor shall accompany each shipment of transportation documents. GSA will acknowledge receipt of the shipment by signing and returning the copy of the statement. The statement shall show --

- (1) The name and address of the Contractor;
- (2) The contract number including any alpha-numeric prefix identifying the contracting office;
- (3) The name and address of the contracting office;
- (4) The total number of bills submitted with the statement; and
- (5) A listing of the respective amounts paid or, in lieu of such listing, an adding machine tape of the amounts paid showing the Contractor's voucher or check numbers.

#### **I.13 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>  
<http://www.epa.gov/oam/ptod>

#### **I.14 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

**PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

**SECTION J - LIST OF ATTACHMENTS**

**J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)**

Number	Attachment Title
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1	Statement of Work - Technical Support Services for the Office of Compliance
2	Invoice Preparation Instructions
3	Past Performance Information

**PART IV - REPRESENTATIONS AND INSTRUCTIONS**

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

**K.1 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN  
FEDERAL TRANSACTIONS (FAR 52.203-11) (APR 1991)**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit OMB standard form LLL, Disclosure of Lobbying Activities to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**K.2 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)***(a) Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

*(d) Taxpayer Identification Number (TIN).*

[ ] TIN: \_\_\_\_\_

[ ] TIN has been applied for.

[ ] TIN is not required because:

[ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[ ] Offeror is an agency or instrumentality of a foreign government;

[ ] Offeror is an agency or instrumentality of the Federal Government.

*(e) Type of organization.*

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other\_\_\_\_\_.

(f) *Common parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name\_\_\_\_\_

TIN\_\_\_\_\_

**K.3 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (FAR 52.204-5) (MAY 1999)**

(a) *Definition.* "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b) (1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ☐ is, ☐ is not a women-owned business concern.

**K.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (DEC 2001)**

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material

representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**K.5 PLACE OF PERFORMANCE (FAR 52.215-6) (OCT 1997)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance  
(Street Address, City,  
State, County, Zip Code)

Name and Address of Owner  
and Operator of the Plant  
or Facility if Other than  
Offeror or Respondent

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**K.6 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (APR 2002)**

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 541620.

(2) The small business size standard is \$6 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b) (1) of this provision.]* The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b) (1) of this provision.]* The offeror represents as part



of its offer that it [ ] is, [ ] is not a women-owned small business concern.

(4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b) (1) of this provision.]* The offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.

(5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b) (4) of this provision.]* The offeror represents as part of its offer that it is [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b) (1) of this provision.]* The offeror represents, as part of its offer, that--

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b) (6) (i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38

U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

**K.7 SMALL DISADVANTAGED BUSINESS STATUS (FAR 52.219-22) (OCT 1999)**

(a) *General*. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) *Representations*. (1) *General*. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[ ] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c) (2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[ ] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [ ] *For Joint Ventures*. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b) (1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]*

(c) *Penalties and Remedies*. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the

authority of the Small Business Act.

**K.8 PREFERENCE FOR LABOR SURPLUS AREA CONCERNS (FAR 52.220-1) (APR 1984)**

(a) This acquisition is not a set aside for labor surplus area (LSA) concerns. However, the offeror's status as such a concern may affect (1) entitlement to award in case of tie offers or (2) offer evaluation in accordance with the Buy American Act clause of this solicitation. In order to determine whether the offeror is entitled to a preference under (1) or (2) above, the offeror must identify, below, the LSA in which the costs to be incurred on account of manufacturing or production (by the offeror or the first-tier subcontractors) amount to more than 50 percent of the contract price.

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(b) Failure to identify the locations as specified above will preclude consideration of the offeror as an LSA concern. If the offeror is awarded a contract as an LSA concern and would not have otherwise qualified for award, the offeror shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

**K.9 PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999)**

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

**K.10 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)**

The offeror represents that--

(a) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [ ] has, [ ] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**K.11 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)**

The offeror represents that--

(a) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or  
(b) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K.12 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (FAR 52.222-38) (DEC 2001)**

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

**K.13 RECOVERED MATERIAL CERTIFICATION (FAR 52.223-4) (OCT 1997)**

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered material to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

**K.14 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13) (AUG 2003)**

a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the

Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b) (1) (A) of EPCRA, 42 U.S.C. 11023(b) (1) (A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

☐ (v) The facility is not located in the United States or its outlying areas.

**K.15 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (FAR 52.230-1) (JUN 2000)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in

order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT -- COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed- to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal Official and/or from the looseleaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_  
Name and Address of Cognizant ACO or Federal Official Where Filed:

\_\_\_\_\_  
\_\_\_\_\_

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The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable disclosure statement.

☐ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c) (1) or (c) (2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the



exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. COST ACCOUNTING STANDARDS -- ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

## III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES      ☐ NO

## K.16 BUSINESS OWNERSHIP REPRESENTATION (EPAAR 1552.204-70) (JAN 2001)

The successful awardee should check one or more of the categories below that represents its business ownership and return this information to the contracting officer within ten (10) calendar days after award. Completion of this clause by the successful awardee is voluntary.

"Ownership," as used in this clause, means: (a) At least 51 percent of the concern is owned by one or more individuals from a category listed below; or, in the case of any publicly owned business, at least 51 percent of the stock of the concern is owned by one or more such individuals; and (b) The management and daily business operations of the concern are controlled by one or more such individuals.

Ethnicity

- ☐ Hispanic or Latino.
- ☐ Not Hispanic or Latino.

Race

- ☐ American Indian, Eskimo, or Aleut.
- ☐ Asian or Pacific Islander.
- ☐ Black or African American.
- ☐ White.

**K.17 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72) (APR 1984)**

The offeror ☐ is ☐ is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information. (See Section L of the solicitation for further information.)

**K.18 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT (EPAAR 1552.224-70) (APR 1984)**

(a) Section 6041 of Title 26 of the U.S. Code requires EPA to file Internal Revenue Service (IRS) Form 1099 with respect to individuals who receive payments from EPA under purchase orders or contracts. Section 6109 of Title 26 of the U.S. Code authorizes collection by EPA of the social security numbers of such individuals for the purpose of filing IRS Form 1099. Social security numbers obtained for this purpose will be used by EPA for the sole purpose of filing IRS Form 1099 in compliance with Section 6041 of Title 26 of the U.S. Code.

(b) If the offeror or quoter is an individual, consultant, or sole proprietor and has no Employer Identification Number, insert the offeror's or quoter's social security number on the following line.

.....

**K.19 SIGNATURE BLOCK (EP 52.299-900) (APR 1984)**

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature:\_\_\_\_\_

Title :\_\_\_\_\_

Date :\_\_\_\_\_

**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS****L.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

NUMBER	DATE	TITLE
52.204-6	OCT 2003	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
52.215-1	JAN 2004	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION
52.222-24	FEB 1999	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION

**L.2 FACILITIES CAPITAL COST OF MONEY (FAR 52.215-16) (JUN 2003)**

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in FAR 31.205-10(b) are met. One of the allowability criteria requires the prospective Contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

**L.3 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984) DEVIATION**

The Government contemplates multiple award, of two Cost-Plus-Fixed-Fee contracts resulting from this solicitation.

**L.4 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)**

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Debra A. Miller  
Phone: (202) 564-1041

Fax: (202) 564-2554  
E-mail: miller.debbie@epa.gov

Hand-Carried Address:

Environmental Protection Agency  
1300 Pennsylvania Avenue, N.W.  
Washington, DC 20004

Mailing Address:

Environmental Protection Agency  
Mail Code 3803R  
1200 Pennsylvania Avenue, N.W.  
Washington, DC 20460

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**L.5 IDENTIFICATION OF UNCOMPENSATED OVERTIME (FAR 52.237-10) (OCT 1997)**

(a) *Definitions.* As used in the provision--

*Uncompensated overtime* means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.

*Uncompensated overtime rate* is the rate that results from multiplying the hourly rate for a 40-hour work week by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40-hour work week basis at \$20 per hour would be converted to an uncompensated overtime rate of \$17.78 per hour (\$20.00 x40 divided by 45=\$17.78).

(b) For any proposed hours against which an uncompensated overtime rate is applied, the offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, by labor category at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

(d) Proposals that include unrealistically low labor rates, or that do not

otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.

(e) The offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

**L.6 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>  
<http://www.epa.gov/oam/ptod>

**L.7 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70) (APR 1984)**

(a) The prospective Contractor certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the prospective Contractor cannot so certify, it shall provide a disclosure statement in its proposal which describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.

(b) Prospective Contractors should refer to FAR Subpart 9.5 and EPAAR Part 1509 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

(c) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

**L.8 PROPOSED CONTRACT START DATE--LEVEL OF EFFORT CONTRACT (EP 52.212-180) (AUG 1984)**

For proposal preparation purposes, offerors may assume a contract start date of September 2004 and that the required effort will be uniformly incurred throughout each contract period.

**L.9 INSTRUCTIONS FOR THE PREPARATION OF PROPOSALS (EPAAR 1552.215-72) (AUG 1999)**

Offerors shall submit their offers in 2 binders as follows:

**Binder 1 (1 Original and 7 Copies) -**

- |                            |  |
|----------------------------|--|
| 1. Technical Proposal      | See Section M - Evaluation Criteria, the Section L Provision entitled, "Past Performance Information" and attachment 3 "Technical Proposal Instructions" |
| 2. Quality Management Plan | See the Section L Provision entitled, "Submission of a Quality Management Plan"  |

**Binder 2 (1 Original and 1 Copy) -**

- |                                       |   |
|---------------------------------------|---|
| 1. Cost Proposal                      | See attachment 4 "Cost Proposal Instructions)   |
| 2. Reqs. And Certs.                   | Section K   |
| 3. Conflict of Interest Plan          | See the Section L Provisions L.8 through L.11 and attachment 6 "Minimum Standards for EPA Contractor's COI Plans" |
| 4. Small Business Subcontracting Plan | See the Section I Provision entitled " Small Business Subcontracting Plan"  |

**L.10 PAST PERFORMANCE INFORMATION (EPAAR 1552.215-75) (OCT 2000)**

(a) Offerors shall submit the information requested below as part of their proposal for both the offeror and any proposed subcontractors for subcontracts expected to exceed \$100,000.00. The information may be submitted prior to other parts of the proposal in order to assist the Government in reducing the evaluation period.

(b) Offerors shall submit a list of all or at least five (5) contracts and subcontracts completed in the last three (3) years, and all contracts and subcontracts currently in process, which are similar in nature to this requirement.

(1) The contracts and subcontracts listed may include those entered into with Federal, State and local governments, and commercial businesses, which are of similar scope, magnitude, relevance, and complexity to the requirement which is described in the RFP. Include the following information for each contract and subcontract listed:

- (a) Name of contracting activity.
- (b) Contract number.
- (c) Contract title.
- (d) Contract type.
- (e) Brief description of contract or subcontract and relevance to this requirement.
- (f) Total contract value.
- (g) Period of performance.
- (h) Contracting officer, telephone number, and E-mail address (if available).
- (i) Program manager/project officer, telephone number, and E-mail address (if available).
- (j) Administrative Contracting officer, if different from (h) above, telephone number, and E-mail address (if available).
- (k) List of subcontractors (if applicable).
- (l) Compliance with subcontracting plan goals for small disadvantaged business concerns, monetary targets for small disadvantaged business participation, and the notifications submitted under FAR 19.1202-4 (b), if applicable.

(c) Offerors should not provide general information on their performance on the identified contracts and subcontracts. General performance information will be obtained from the references.

(1) Offerors may provide information on problems encountered and corrective actions taken on the identified contracts and subcontracts.

(2) References that may be contacted by the Government include the contracting officer, program manager/project officer, or the administrative contracting officer identified above.

(3) If no response is received from a reference, the Government will make an attempt to contact another reference identified by the offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded. The Government shall consider the information provided by the references, and may also consider information obtained from other sources, when evaluating an offeror's past performance.

(4) Attempts to obtain responses from references will generally not go beyond two telephonic messages and/or written requests from the Government, unless otherwise stated in the solicitation. The Government is not obligated to contact all of the references identified by the offeror.

(d) If negative feedback is received from an offeror's reference, the

Government will compare the negative response to the responses from the offeror's other references to note differences. A score will be assigned appropriately to the offeror based on the information. The offeror will be given the opportunity to address adverse past performance information obtained from references on which the offeror has not had a previous opportunity to comment, if that information makes a difference in the Government's decision to include the offeror in or exclude the offeror from the competitive range. Any past performance deficiency or significant weakness will be discussed with offerors in the competitive range during discussions.

(e) Offerors must send Client Authorization Letters (see Section J of the solicitation) to each reference listed in their proposal to assist in the timely processing of the past performance evaluation. Offerors are encouraged to consolidate requests whenever possible (i.e., if the same reference has several contracts, send that reference a single notice citing all applicable contracts). Offerors may send Client Authorization Letters electronically to references with copies forwarded to the contracting officer.

(1) If an offeror has no relevant past performance history, an offeror must affirmatively state that it possesses no relevant past performance history.

(2) Client Authorization Letters should be mailed or E-mailed to individual references no later than five (5) working days after proposal submission. The offeror should forward a copy of the Client Authorization Letter to the contracting officer simultaneously with mailing to references.

(f) Each offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications.

(1) Identify the segment of the company (one division or the entire company) which received the award or certification.

(2) Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

(g) Past performance information will be used for both responsibility determinations and as an evaluation factor for award. The Past Performance Questionnaire identified in section J will be used to collect information on an offeror's performance under existing and prior contracts/subcontracts for products or services similar in scope, magnitude, relevance, and complexity to this requirement in order to evaluate offerors consistent with the past performance evaluation factor set forth in section M. References other than those identified by the offeror may be contacted by the Government and used in the evaluation of the offeror's past performance.

(h) Any information collected concerning an offeror's past performance will



be maintained in the official contract file.

(i) In accordance with FAR 15.305 (a) (2) (iv), offerors with no relevant past performance history, or for whom information on past performance is not available, will be evaluated neither favorably nor unfavorably on past performance.

#### **L.11 TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)**

Offerors must submit all technical questions concerning this solicitation in writing to the contract specialist. EPA must receive the questions no later than ten (10) calendar days after the date of this solicitation. EPA will answer questions which may affect offers in an amendment to the solicitation. EPA will not reference the source of the questions.

#### **L.12 RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT (EP 52.215-115) (MAR 1989)**

Cost or pricing proposals submitted in response to this solicitation may be released outside the Government for audit purposes regardless of whether information contained in such proposals has been claimed or determined to be business confidential. If an outside audit is obtained, the non-Government auditor shall use the information only for audit purposes; shall not disclose any information in the proposals to anyone other than authorized EPA employees without the prior written approval of the Assistant General Counsel responsible for information law matters; and shall return all copies of proposals, as well as any abstracts, to the Government upon completion of the audit. The non-Government auditor shall obtain a written agreement from each of its employees with access to the proposals to honor these limitations prior to allowing the employee access.

#### **L.13 PROCEDURES FOR PARTICIPATION IN THE EPA MENTOR-PROTEGE PROGRAM (EPAAR 1552.219-71) (OCT 2000)**

(a) This provision sets forth the procedures for participation in the EPA Mentor-Protege Program (hereafter referred to as the Program). The purpose of the Program is to increase the participation of concerns owned and/or controlled by socially and economically disadvantaged individuals as subcontractors, suppliers, and ultimately as prime contractors; to establish a mutually beneficial relationship between these concerns and EPA's large business prime contractors (although small businesses may participate as Mentors); to develop the technical and corporate administrative expertise of these concerns, which will ultimately lead to greater success in competition for contract opportunities; to promote the economic stability of these concerns; and to aid in the achievement of goals for the use of these concerns in subcontracting activities under EPA contracts. If the successful offeror is accepted into the Program they shall serve as a Mentor to a Protege firm(s), providing developmental assistance in accordance with an agreement with the

Protege firm(s).

(b) To participate as a Mentor, the offeror must receive approval in accordance with paragraph (h) of this section.

(c) A Protege must be a concern owned and/or controlled by socially and economically disadvantaged individuals within the meaning of section 8(a)(5) and (6) of the Small Business Act (15 U.S.C. 673(a)(5) and (6)), including historically black colleges and universities. Further, in accordance with Public Law 102-389 (the 1993 Appropriation Act), for EPA's contracting purposes, economically and socially disadvantaged individuals shall be deemed to include women.

(d) Where there may be a concern regarding the Protege firm's eligibility to participate in the program, the protege's eligibility will be determined by the contracting officer after the SBA has completed any formal determinations.

(e) The offeror shall submit an application in accordance with paragraph (k) of this section as part of its proposal which shall include as a minimum the following information.

(1) A statement and supporting documentation that the offeror is currently performing under at least one active Federal contract with an approved subcontracting plan and is eligible for the award of Federal contracts;

(2) A summary of the offeror's historical and recent activities and accomplishments under any disadvantaged subcontracting programs. The offeror is encouraged to include any initiatives or outreach information believed pertinent to approval as a Mentor firm;

(3) The total dollar amount (including the value of all option periods or quantities) of EPA contracts and subcontracts received by the offeror during its two preceding fiscal years. (Show prime contracts and subcontracts separately per year);

(4) The total dollar amount and percentage of subcontract awards made to all concerns owned and/or controlled by disadvantaged individuals under EPA contracts during its two preceding fiscal years. If recently required to submit a SF 295, provide copies of the two preceding year's reports;

(5) The number and total dollar amount of subcontract awards made to the identified Protege firm(s) during the two preceding fiscal years (if any).

(f) In addition to the information required by paragraph (e) of this section, the offeror shall submit as a part of the application the following information for each proposed Mentor-Protege relationship:

(1) Information on the offeror's ability to provide developmental assistance to the identified Protege firm and how the assistance will

potentially increase contracting and subcontracting opportunities for the Protege firm.

(2) A letter of intent indicating that both the Mentor firm and the Protege firm intend to enter into a contractual relationship under which the Protege will perform as a subcontractor under the contract resulting from this solicitation and that the firms will negotiate a Mentor-Protege agreement. The letter of intent must be signed by both parties and contain the following information:

(i) The name, address and phone number of both parties;

(ii) The Protege firm's business classification, based upon the NAICS code(s) which represents the contemplated supplies or services to be provided by the Protege firm to the Mentor firm;

(iii) A statement that the Protege firm meets the eligibility criteria;

(iv) A preliminary assessment of the developmental needs of the Protege firm and the proposed developmental assistance the Mentor firm envisions providing the Protege. The offeror shall address those needs and how their assistance will enhance the Protege. The offeror shall develop a schedule to assess the needs of the Protege and establish criteria to evaluate the success in the Program;

(v) A statement that if the offeror or Protege firm is suspended or debarred while performing under an approved Mentor-Protege agreement the offeror shall promptly give notice of the suspension or debarment to the EPA Office of Small Disadvantaged Business Utilization (OSDBU) and the contracting officer. The statement shall require the Protege firm to notify the Contractor if it is suspended or debarred.

(g) The application will be evaluated on the extent to which the offeror's proposal addresses the items listed in paragraphs (e) and (f) of this section. To the maximum extent possible, the application should be limited to not more than 10 single pages, double spaced. The offeror may identify more than one Protege in its application.

(h) If the offeror is determined to be in the competitive range, or is awarded a contract without discussions, the offeror will be advised by the contracting officer whether their application is approved or rejected. The contracting officer, if necessary, may request additional information in connection with the offeror's submission of its revised or best and final offer. If the successful offeror has submitted an approved application, they shall comply with the clause titled "Mentor-Protege Program."

(i) Subcontracts of \$1,000,000 or less awarded to firms approved as Proteges under the Program are exempt from the requirements for competition set forth in FAR 44.202-2(a)(5), and 52.244-5(b). However, price reasonableness must still be determined and the requirements in FAR

44.202-2(a)(8) for cost and price analysis continue to apply.

(j) Costs incurred by the offeror in fulfilling their agreement(s) with a Protege firm(s) are not reimbursable as a direct cost under the contract. Unless EPA is the responsible audit agency under FAR 42.703-1, offerors are encouraged to enter into an advance agreement with their responsible audit agency on the treatment of such costs when determining indirect cost rates. Where EPA is the responsible audit agency, these costs will be considered in determining indirect cost rates.

(k) Submission of Application and Questions Concerning the Program. The application for the Program for Headquarters and Regional procurements shall be submitted to the contracting officer, and to the EPA OSDBU at the following address:

Socioeconomic Business Program Officer,  
Office of Small and Disadvantaged Business Utilization,  
U.S. Environmental Protection Agency,  
Ariel Rios Building (1230A),  
1200 Pennsylvania Avenue, NW,  
Washington, DC 20460,  
Telephone: (202) 564-4322,  
Fax: (202) 565-2473.

The application for the Program for RTP procurements shall be submitted to the contracting officer, and to the Small Business Specialist at the following address:

Small Business Program Officer,  
RTP Procurement Operations Division (E105-02),  
U.S. Environmental Protection Agency,  
Research Triangle Park, NC 27711,  
Telephone: (919) 541-2249,  
Fax: (919) 541-5539.

The application for the Program for Cincinnati procurements shall be submitted to the contracting officer, and to the Small Business Specialist at the following address:

Small and Disadvantaged Business Utilization Officer,  
Cincinnati Procurement Operations Division (CPOD-Norwood),  
U.S. Environmental Protection Agency,  
26 West Martin Luther King Drive,  
Cincinnati, OH 45268,  
Telephone: (513) 487-2024  
Fax: (513) 487-2004.

**L.14 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM (EPAAR 1552.219-72)  
(OCT 2000)**

(a) Section M of this solicitation contains a source selection

factor or subfactor related to the participation of small disadvantaged business (SDB) concerns in the performance of the contract. The nature of the evaluation of an SDB offeror under this evaluation factor or subfactor is dependent upon whether the SDB concern qualifies for the price evaluation adjustment under the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns and whether the SDB concern specifically waives this price evaluation adjustment.

(b) In order to be evaluated under the source selection factor or subfactor, an offeror must provide, with its offer, the following information:

(1) The extent of participation of SDB concerns in the performance of the contract in terms of the value of the total acquisition. Specifically, offerors must provide targets, expressed as dollars and percentages of the total contract value, for SDB participation in the applicable and authorized North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce. Total dollar and percentage targets must be provided for SDB participation by the prime contractor, including team members and joint venture partners. In addition, total dollar and percentage targets for SDB participation by subcontractors must be provided and listed separately;

(2) The specific identification of SDB concerns to be involved in the performance of the contract;

(3) The extent of commitment to use SDB concerns in the performance of the contract:

(4) The complexity and variety of the work the SDB concerns are to perform; and

(5) The realism of the proposal to use SDB concerns in the performance of the contract.

(c) An SDB offeror who waives the price evaluation adjustment provided in FAR 52.219-23 shall provide, with their offer, targets, expressed as dollars and percentages of the total contract value, for the work that it intends to perform as the prime contractor in the applicable and authorized North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce. All of the offeror's identified targets described in paragraphs (b) and (c) of this clause will be incorporated into and made part of any resulting contract.

**L.15 IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EP 52.219-100)  
(FEB 1991)**

This new procurement is being processed as follows:

(a) Type of set-aside: No Applicable Set-Aside

Percent of the set-aside: 0%

(b) 8(a) Program: Not Applicable

**L.16 SUBCONTRACTING PROGRAM PLAN FOR UTILIZATION OF SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (EP 52.219-125) (AUG 1984)**

As part of the initial offer, offerors shall submit a subcontracting plan as called for by FAR 52.219-9.

**L.17 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (EPAAR 1552.233-70) (JUL 1999)**

Agency protests must be filed with the Contracting Officer in accordance with the requirements of FAR 33.103(d) and (e). Within 10 calendar days after receipt of an adverse Contracting Officer decision, the protester may submit a written request for an independent review by the Head of the Contracting Activity. This independent review is available only as an appeal of a Contracting Officer decision on a protest. Accordingly, as provided in 4 CFR 21.2(a)(3), any protest to the GAO must be filed within 10 days of knowledge of the initial adverse Agency action.

**L.18 ACCESS TO TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-75) (APR 1996)**

In order to perform duties under the contract, the Contractor will need to be authorized for access to Toxic Substances Control Act (TSCA) confidential business information (CBI). The Contractor and all of its employees handling CBI while working under the contract will be required to follow the procedures contained in the security manual entitled "TSCA Confidential Business Information Security Manual." These procedures include applying for TSCA CBI access authorization for each individual working under the contract who will have access to TSCA CBI, execution of confidentiality agreements, and designation by the Contractor of an individual to serve as a Document Control Officer. The Contractor will be required to abide by those clauses contained in EPAAR 1552.235-70, 1552.235-71, and 1552.235-78 that are appropriate to the activities set forth in the contract.

Until EPA has inspected and approved the Contractor's facilities, the Contractor may not be authorized for TSCA CBI access away from EPA facilities.

**L.19 ADDITIONAL BID/PROPOSAL SUBMISSION INSTRUCTIONS (EP-S 99-2) (MAR 1999)**

**a. General Instructions**

These instructions are in addition to the applicable requirements and clauses set forth in the Federal Acquisition Regulation regarding bid/proposal submission and late bid/proposals. Please note that there are distinct addresses designated for bid/proposal submission on the SF 33. Block 7 designates the location specified for delivery of hand

carried/courier/overnight delivery service bids/proposals while Block 8 indicates the address specified for receipt of bid/proposals sent by U.S. Mail. Bidders/Offerors are responsible for ensuring that their bids/proposals (and any amendments, modifications, withdrawals, or revisions thereto) are submitted so as to reach the Government office designated on the SF 33 prior to the designated date and time established for receipt. Bidders and offerors are also responsible for allowing sufficient time for the bid/proposal to be processed through EPA's internal mail distribution system described below so as to reach the designated location for bid/proposal receipt on time. Failure to timely deliver a bid/proposal to the EPA Bid & Proposal Room on the 6th floor of the Ronald Reagan Building, which is the location designated for bid/proposal receipt in blocks 7 and 8 of the SF 33, will render the bid/proposal "late" in accordance with FAR 14.304 and/or 15.208 and disposition of the bid/proposal will be handled in accordance with FAR 14.304 and 52.214-7 for bids and FAR 15.208 and 52.215-1 for proposals. Bidders/Offerors are cautioned that receipt of a bid/proposal by the Agency's mail room or other central receiving facility does not constitute receipt by the office designated in the solicitation/invitation for bids.

b. U.S. Mail Delivery-SF 33 Block 8

Block 8 on the SF 33 indicates that bids/proposals sent by U.S. Mail must be timely received by the Bid & Proposal Room, Mail Code 3802R. Because EPA adheres to a centralized mail delivery system, any bid/proposal submitted via U.S. Mail to the address specified in block 8 of the SF 33 is initially routed to EPA's mail handling facility at another location in S.W. Washington, DC, and then subsequently routed to EPA's Bid & Proposal Room (Mail Code 3802R) located on the 6th floor of the Ronald Reagan Building. The Bid and Proposal Room on the 6th floor of the Ronald Reagan Building is geographically distinct and is not co-located with the mail handling facility. Bids/proposals sent by U.S. Mail, therefore, will not be considered "received" until such time as they are physically delivered via EPA's mail distribution system to the EPA Bid & Proposal Room in the Ronald Reagan Building. Bidders/Offerors electing to utilize the U.S. Mail for bid/proposal delivery should therefore allow sufficient time prior to the designated time and date for bid/proposal receipt as specified in Block 9 of the SF 33 to allow for the internal routing of their bid/proposal to the EPA Bid & Proposal Room.

All bids/proposals submitted other than by U.S. Mail should utilize the Hand Carried/Courier/Overnight Delivery Service address specified in Block 7 of the SF 33.

c. Hand Carried/Courier Delivery- SF 33 Block 7

EPA's Bid & Proposal Room that is designated for receipt of hand delivered bids/proposals is located on the 6th floor of the Ronald Reagan Building, 1300 Pennsylvania Ave, N.W., Washington, D.C. The Bid and Proposal Room hours of operation are 8:00AM - 4:30PM weekdays, except Federal holidays. Because this is a secure area, EPA bidders/offerors/contractors and/or their couriers/delivery personnel must check in at the EPA visitor guard desk,

located to the left of the 13 ½ street entrance, prior to gaining access to the Bid & Proposal Room. A properly addressed bid/proposal, as described below, will be required for admittance to the Bid & Proposal Room. Bids/proposals not properly addressed will be collected by the guard, and routed to the Bid & Proposal Room through EPA's internal mail distribution system, which will delay receipt of the bid/proposal in the Bid & Proposal Room.

d. Overnight Delivery Services- SF 33 Block 7

Bid/Proposal deliveries via overnight delivery services (e.g., Federal Express, Airborne Express) must utilize the address specified in block 7 of the SF 33. Due to the large volume of overnight packages delivered to EPA at one time, all overnight delivery services deliver only to EPA's loading dock at the Ronald Reagan Building, and not directly to the Bid & Proposal Room designated for receipt of bids/proposals in block 7 of the SF 33. From the dock, packages are routed to EPA's mail room in the Ronald Reagan Building for internal distribution, including distribution to the Bid & Proposal Room. It is important to recognize that regardless of whether the Bid & Proposal Room is noted on the address label as required by block 7 of the SF 33, overnight delivery service packages are NOT regularly delivered directly to the Bid & Proposal Room. Because bids and proposals must be physically received at the Bid & Proposal Room to be considered officially received, bidders/offerors should not rely upon guaranteed delivery times from overnight delivery services as guarantees that their bids/proposals will be officially received on time. Bidders/offerors remain responsible for the timely delivery of their bids/proposals to the Bid & Proposal Room.

e. Bid/Proposal Submission Labels

EPA has developed labels for use on packages containing bids, proposals, amendments, modifications, withdrawals, or revisions. Use of these labels will facilitate the routing of bids and proposals to the Bid & Proposal Room. The label may be found on EPA's Office of Acquisition Management homepage at [www.epa.gov/oam](http://www.epa.gov/oam) under Special Interest. The labels may be reproduced. Offerors/bidders choosing not to use the EPA labels must ensure that the following information is clearly indicated on the outside wrapper of all packages containing bids/proposals.

For US MAIL:

Environmental Protection Agency  
 BID and PROPOSAL ROOM, Mail Code 3802R  
 Ariel Rios Building  
 1200 Pennsylvania Avenue, N.W.  
 Washington, D.C. 20460

Specified Date and Time for Receipt of Bids/Proposals:       Date             Time        
 Solicitation Number: \_\_\_\_\_  
 Offeror's Name and Address: \_\_\_\_\_  
 \_\_\_\_\_



For Other Than US MAIL

U.S. Environmental Protection Agency  
 BID and PROPOSAL ROOM, Mail Code 3802R  
 Ronald Reagan Building, 6th Floor  
 1300 Pennsylvania, Ave  
 Washington, D.C. 20004

Specified Date and Time for Receipt of Bids/Proposals: Date \_\_\_\_\_ Time \_\_\_\_\_

Solicitation Number: \_\_\_\_\_

Offeror's Name and Address: \_\_\_\_\_

**L.20 SUBMISSION OF ORGANIZATIONAL CONFLICT OF INTEREST PLAN (LOCAL LRT-09-04)  
 (DEC 2001) DEVIATION**

Offerors shall submit, along with their cost proposal an Organizational Conflict of Interest Plan which outlines the procedures in place to detect and report conflicts of interest (COI), whether actual or potential, throughout the period of contract performance. The plan shall address step by step, the checks and balances in place to detect and report potential or actual COI at the organizational and personal level as set forth in the L provision entitled, "Minimum Standards for EPA Contractors' Conflict of Interest Plans". The minimum standards set forth the criteria which offerors' COI plans must meet in order to be acceptable to the Agency.

The plan shall be evaluated in accordance with the criteria set forth in the Section M provision entitled "Responsibility Determination-COI Plan."

**L.21 Quality Assurance (QA) Management Plan**

Each offeror, as a separate and identifiable part of its technical proposal, shall submit a Quality Assurance (QA) Management plan setting forth the offeror's capability for quality assurance. The plan shall address the following:

(a) A statement of policy concerning the organization's commitment to implement a Quality Control/Quality Assurance program to assure generation of measurement data of adequate quality to meet the requirements of the Statement of Work.

(b) An organizational chart showing the position of a QA function or person within the organization. It is highly desirable that the QA function or person be independent of the functional groups which generate measurement data.

(c) A delineation of the authority and responsibilities of the QA function or person and the related data quality responsibilities of other functional groups of the organization.

(d) The type and degree of experience in developing and applying Quality Control/Quality Assurance procedures to the proposed sampling and measurement methods needed for performance of the Statement of Work.

(e) The background and experience of the proposed personnel relevant to accomplish the QA specifications in the Statement of Work.

(f) The offeror's general approach for accomplishing the QA specifications in the Statement of Work.

## **L.22 Organizational Conflict of Interest Plan**

Offerors are requested to submit an Organizational Conflict of Interest (COI) Plan which consists of a generic Organizational Conflict of Interest (COI) Plan describing the system that will be employed to identify actual or potential conflict of interest situations that may arise as a result of the work under this contract. The offeror shall describe the steps that will be taken to avoid or mitigate an actual or potential conflict. This plan shall be developed utilizing the Section M Clause entitled, "Minimum Standards for EPA Contractors' Conflict of Interest Plans" as a guide.

## **L.23 Instructions for the Preparation of Cost Proposals**

The period of performance for this contract includes a two-year Base period, a two-year option period, and a one-year option period.

All information relating to cost or pricing shall be specific, complete in every detail, and separate from your technical proposal; under no circumstances shall cost or pricing data be included elsewhere. In addition to a hard copy of the information, to expedite review of the proposal, offerors are requested to submit a computer disk containing the cost schedules requested below, if this information is available using a commercial spreadsheet program on a personal computer. Please indicate the software program used to create this information. Offerors should include the formulas and factors used in calculation of the financial data on the disk as well as the basic financial information. Although submission of the computer disk will expedite review, failure to submit the disk will not affect consideration of your proposal.

**The Government anticipates making award on initial offers, without discussions.** Therefore, the cost proposal should be prepared in sufficient detail to permit thorough and complete evaluation by the Government without additional correspondence or communication. During its evaluation, the Government may request clarifications, answers to questions that assist in the Government's understanding of information contained in the cost proposal, or

the correction of minor omissions or errors that do not alter the offer. Consequently, failure to provide sufficient cost details, supporting documentation, and the required schedules, may result in the rejection of the offer if the Government awards on initial proposals.

If the Contracting Officer determines that an Offeror's initially proposed costs do not reflect what it would reasonably cost that Offeror to perform the requirements, then the Contracting Officer may make adjustments to the proposed costs in accordance with FAR 15.404 (d) (2) (ii) to determine cost realism.

## **I. GENERAL**

The Offeror shall submit a signed Proposal Cover Sheet (Table A) containing the following information:

- A. Solicitation Number
- B. Name and address of the offeror
- C. Name and telephone number of point of contact
- D. Proposed cost, fee and total
- E. The following statement:
 

"This proposal is submitted in response to the solicitation in Item 1. By submitting this proposal, the offeror, if selected for discussions, grants the Contracting Officer or an authorized representatives the right to examine, at any time before award, any of those books, records, documents, or other records directly pertinent to the information requested or submitted."
- F. Date of Submission
- G. Name, title, and signature of authorized representative
- H. Clearly Identify separate cost data associated with each year of the contract's period of performance. Provide the cost detailed breakdown on spreadsheets (cost schedules) as follows:
  - 1. Total Contract Summary (See Schedule 1)
  - 2. Total Summary of each year of the Contract  
(See Schedule 2)
  - 3. Total Summary of each Base Quantity for each year of the Contract (See Schedule 3)
  - 4. Total Summary of each Optional Quantity for each year of the Contract (See Schedule 4)

NOTE: Included Cost Schedules may be used by the offeror; however, offerors should tailor the model to their own standard accounting practices.

**All costs, rates, factors, and calculations must be shown and supporting rationale and documentation included.**

*Financial Information-* The offeror shall submit financial statements, including a balance sheet, a statement of profit and loss, and cash flow, for the last completed fiscal year and current year-to-date. Specify resources available to perform the Contract without assistance from any outside source. If sufficient resources are not available, indicate in your proposal the amount required and the anticipated source (ie. bank loans, letter or lines of credit, etc.).

If other divisions, subsidiaries, a parent or affiliated companies will perform work or furnish materials under this proposed contract, please provide the name and location of such affiliates and your inter-company pricing policy. Separately identify costs and supporting data for each entity proposed.

Whenever subcontractor effort is included in the proposed costs, the prime contractor shall include an additional supporting cost summary consolidating all costs (both prime and subcontractor) by element for each contract period.

## **II. Direct Labor**

A. Provide the proposed hourly labor rates for all labor categories utilized in the proposal. Clearly indicate any algorithm or calculations used to compute the proposed direct labor rates and show how the proposed rates compare to current employees' or category average rates. Provide the rationale and basis for the labor rates proposed; for example, company-wide bidding rates, current salary data for named individuals, survey data, anticipated new hires, etc.

Provide the current labor rates from payroll records and, also those labor rates escalated to the cost proposal performance period 9/1/04 through 8/31/09.

B. For the purpose of evaluation, offerors shall propose the following level-of-effort (LOE) hours for each period of the contract (Base Period and Options I and II). These labor hours represent the Government's best estimate of the level of effort to be ordered under each of the anticipated contracts to be awarded.

	<u>Base Quantity</u>	<u>Option Increment</u>
Base Year	12,500 hours	6,250 hours
Option Period I	12,500 hours	6,250 hours
Option Period II	5,000 hours	5,000 hours

The hours identified above do not include management at a level higher than the project management, or the clerical support staff. If it is your normal practice to charge these types of personnel as a direct cost, your proposal must include them along with an estimate of the directly chargeable labor

hours for these personnel. If this type of effort is normally included in your indirect cost allocations, no estimate is required. However, any charging of indirect costs on any resulting contract will not be allowed if not originally included in the offeror's proposal.

For proposal purposes, offerors can assume an equal distribution of hours annually within the specified ordering periods of the contract. The actual distribution of hours utilized during the contract performance may vary significantly from that which is depicted above.

When identifying individuals assigned to the project, specify which of the professional categories the individual belongs. **In addition, the direct labor hour mix and personnel proposed as part of the cost proposal shall be the same as proposed in the technical proposal.**

### **III. Escalation**

Indicate whether current rates or escalated rates are used. If escalation is included, state the actual rate, the historical rate used for the past three (3) years, and the method of calculation. The methodology shall include the effective date of the base rates and the policy on salary reviews (eg. anniversary date of employee, or salary reviews for all employees on a specific date.) The offeror shall include the date of the payroll from which hourly rates were obtained.

### **IV. Bid and Proposal Costs and Program Management Costs**

Both bid and proposal costs and program management costs should be proposed consistent with the offeror's established accounting practices.

### **V. Indirect Rates**

Offerors are required to provide a schedule of their indirect rates and explain the allocation bases. The Offeror shall include all rates which the offeror maintains in its accounting records, and which may be used during the performance of this contract.

Offerors shall also identify indirect rates which a Government audit agency has approved for forward pricing, and provide a copy of Rate Agreements. If not approved, state the basis of the proposed rate (ie. previous year's actual, current fiscal year-to-date, business plan, etc.). Include historical rate information, rationale, and other factors used to develop the proposed indirect rates which are utilized to develop the cost proposal. Also, provide actual expense pool amounts, allocation bases, and rates which have been submitted to the Defense Contract Audit Agency (DCAA) or other cognizant Government audit office, in your overhead rate proposal for establishing final indirect rates.

Cost ceilings may be required under this contract for the prime or one or more

subcontractors. Offerors should review the situations described in FAR 42.707(b)(1) to determine whether or not ceilings should be utilized, and when appropriate propose ceilings.

NOTE: The Government reserves the right to adjust an offeror's, or its subcontractor's estimated indirect costs for evaluation purposes based on the agency's judgement of the most probable costs up to the amount of the stated ceiling.

The offeror shall furnish the name and address of the Government agency and the name of the reviewing official if their rates have been recently accepted by a Government agency.

## **VII. Other Direct Costs(ODC) and Travel**

A. For evaluation purposes, offerors shall propose the following other direct cost amounts for the base period and option period of the contract.

<u>Base Quantity</u>	<u>Travel*</u>	<u>Misc. ODCs*</u>	<u>Total ODCs*</u>
Base Year	\$6,390	\$34,985	\$41,375
Option I	\$6,390	\$34,985	\$41,375
Option II	\$2,395	\$13,120	\$15,515
Total Contract	\$15,175	\$83,09	\$98,265
<u>Optional Increment</u>			
Base Year	\$3,195	\$17,490	\$20,685
Option I	\$3,195	\$17,490	\$20,685
Option II	\$2,395	\$13,120	\$15,515
Total Contract	\$8,785	\$48,100	\$56,885

\*For each contract awarded

B. Identify the major other direct cost items that are direct charge under your approved accounting system. **The ODCs specified above include estimated amounts for postage/delivery, copying and telephone charges.** Offerors should identify and estimate amounts for any additional ODCs which are anticipated to support the proposed effort that will be a direct charge to the contract in accordance with its approved accounting system. Offerors are required to include a rationale for any additional ODCs proposed.

C. The amounts proposed above are exclusive of any applicable indirect cost fee.

D. EPA does not anticipate furnishing any equipment to the Contractor under this procurement, except under unusual circumstances. For example, see paragraph (E) below. In addition, the Offeror shall identify existing

Government-owned property which they propose to be used in the performance of this contract, and the cognizant Government agency owning the property.

E. If special purpose facilities or equipment is being proposed, provide a description of these items, details of the proposed costs including competitive prices, and a justification as to why the Government should furnish the equipment or allow its purchase with contract funds.

#### **VII. Consultant Services**

Identify any contemplated consultants. State the amount of service (in direct labor hours) estimated to be required and the consultant's quoted daily or hourly rate.

#### **VII. Subcontracts**

The offeror shall submit with their cost proposal, details of subcontract costs and financial data in the same format as the Prime contractor's cost and financial data for subcontracts that are the lower of either

1. More than \$100,000; or
2. More than 10% of the Prime contractor's proposed price

The offeror shall conduct appropriate cost or price analysis to establish the reasonableness of the proposed subcontract prices.

The results of these analyses should be included in the cost proposal.

Offerors that enter into subcontracts other than on a cost-reimbursement type basis may make appropriate adjustments to the instructions and schedules. Information as to the type of subcontract contemplated and documentation to show why the contract type (ie. fixed price, time&materials, labor hour, cost-reimbursement, etc.) is anticipated must be included.

The Government reserves the right to request additional cost and price data to be submitted by the prime contractor at lower dollar thresholds than that which is stated above.

<b>TABLE A- COST PROPOSAL COVER SHEET</b>			Solicitation/Contract/Modification Number			
Name of Offeror			Name of Offeror's Point of Contact			
Street Address			Title of Offeror's Point of Contact			
			Telephone		Facsimile	
City	State	Zip Code	Area Code	Number	Area Code	Number
Type of Contract or Subcontract (Check)  <input type="checkbox"/> FFP <input type="checkbox"/> CPFF <input type="checkbox"/> CPIF <input type="checkbox"/> CPAF <input type="checkbox"/> FPI <input type="checkbox"/> Other (Specify)			<input type="checkbox"/> Prime Offeror <input type="checkbox"/> Subcontractor		<u>Prime Offeror's Name</u>	



<u>Estimated Cost, Fee and Profit Information</u> Estimated Cost Fixed Fee Total Price					
Name of Cognizant Contract Administration Agency			Name of Cognizant Government Audit Agency		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone	Area Code	Number	Telepho ne	Area Code	Number
Facsimile	Area Code	Number	Facsimi le	Area Code	Number
Name of Contact			Name of Contact		
Property System:  <input type="checkbox"/> Reviewed by cognizant contract administration agency and determined acceptable. <input type="checkbox"/> Reviewed by cognizant contract administration agency and determined not acceptable. <input type="checkbox"/> Never Reviewed			Approximate Date of Last Audit		
			Purpose of Audit (eg., proposal review, establishment of billing rates, finalize indirect rates, etc.)		
			Accounting System:  <input type="checkbox"/> Audited and determined acceptable <input type="checkbox"/> Audited and determined unacceptable <input type="checkbox"/> Never Audited		
Name of Offeror (Typed)			Name of Firm		
Title of Offeror (Typed)					
Signature			Date of Submission		

**Schedule 1**  
**COST PROPOSAL MODEL**

Total Contract Summary- All Years

<u>Cost Element</u>		
<b>A. Direct labor</b>	<b>Total Hours</b>	<b>Total Cost</b>
Key Personnel (as proposed)		
Non-Key Personnel (TBD by Offeror)		
<b>TOTAL PROFESSIONAL LOE</b>		
<b>TOTAL CLERICAL/OTHER HOURS</b>		
<b>TOTAL DIRECT LABOR</b>		

**B. Fringe:**(if applicable)

\_\_\_\_\_% (identify base)

**C. Labor Overhead:** (if applicable)

\_\_\_\_\_% (identify base)

TOTAL- Direct Labor, Fringe and Overhead

**D. Other Direct Costs:**

ODCs: RFP Specified

Travel: RFP Specified

**E. Team Subcontractors/Subcontractors Consultants**

1.

2.

Total- Subcontractors/Consultants

**F. Estimated Cost without G&A**

Total Direct Labor, Fringe and Overhead, ODCs, Total  
Subcontractors/Consultants

**G. G&A Expense: (if applicable)**

\_\_\_\_\_% (identify base)

**H. Total Estimated Costs**

**I. Fixed Fee**

\_\_\_\_\_% (identify base)

**J. Total Estimated Costs and Fixed Fee**

**\*\*NOTE:** This cost proposal module/schedule should be tailored to company  
specific accounting practices.**\*\*\***

**Schedule 2  
Cost Proposal Model**

Year \_\_\_\_ Summary

Cost Element

<b>A. Direct labor</b>	<b>Total Hours</b>	<b>Total Cost</b>
Key Personnel (as proposed)		
Non-Key Personnel (TBD by Offeror)		
<b>TOTAL PROFESSIONAL LOE</b>		
<b>TOTAL CLERICAL/OTHER HOURS</b>		
<b>TOTAL DIRECT LABOR</b>		

**B. Fringe:** (if applicable)  
 \_\_\_\_\_% (identify base)

**C. Labor Overhead:** (if applicable)  
 \_\_\_\_\_% (identify base)

TOTAL- Direct Labor, Fringe and Overhead

**D. Other Direct Costs:**  
 ODCs: RFP Specified  
 Travel: RFP Specified

**E. Team Subcontractors/Subcontractors Consultants**  
 1.  
 2.  
 Total- Subcontractors/Consultants

**F. Estimated Cost without G&A**  
 Total Direct Labor, Fringe and Overhead, ODCs, Total  
 Subcontractors/Consultants

**G. G&A Expense: (if applicable)**  
 \_\_\_\_\_% (identify base)

**H. Total Estimated Costs**

**I. Fixed Fee**  
 \_\_\_\_\_% (identify base)

**J. Total Estimated Costs and Fixed Fee**  
 \*\*NOTE: This cost proposal module/schedule should be tailored to company  
 specific accounting practices.\*\*\*

### Schedule 3 Cost Proposal Model

Year \_\_\_\_\_ Base Quantity

Cost Element

A. Direct labor	Total Hours	Total Cost
Key Personnel (as proposed)		
Non-Key Personnel (TBD by Offeror)		
<b>TOTAL PROFESSIONAL LOE</b>		
<b>TOTAL CLERICAL/OTHER HOURS</b>		

**TOTAL DIRECT LABOR**

**B. Fringe:** (if applicable)  
\_\_\_\_\_ % (identify base)

**C. Labor Overhead:** (if applicable)  
\_\_\_\_\_ % (identify base)

TOTAL- Direct Labor, Fringe and Overhead

**D. Other Direct Costs:**  
ODCs: RFP Specified  
Travel: RFP Specified

**E. Team Subcontractors/Subcontractors Consultants**  
1.  
2.  
Total- Subcontractors/Consultants

**F. Estimated Cost without G&A**  
Total Direct Labor, Fringe and Overhead, ODCs, Total  
Subcontractors/Consultants

**G. G&A Expense: (if applicable)**  
\_\_\_\_\_ % (identify base)

**H. Total Estimated Costs**

**I. Fixed Fee**  
\_\_\_\_\_ % (identify base)

**J. Total Estimated Costs and Fixed Fee**  
\*\*NOTE: This cost proposal module/schedule should be tailored to company  
specific accounting practices.\*\*

**Schedule 4**  
**Cost Proposal Model**

Year \_\_\_\_\_ Optional Quantity

Cost Element

<b>A. Direct labor</b>	<b>Total Hours</b>	<b>Total Cost</b>
Key Personnel (as proposed)		
Non-Key Personnel (TBD by Offeror)		

**TOTAL PROFESSIONAL LOE**

**TOTAL CLERICAL/OTHER HOURS**

**TOTAL DIRECT LABOR**

**B. Fringe:** (if applicable)  
\_\_\_\_\_ % (identify base)

**C. Labor Overhead:** (if applicable)  
\_\_\_\_\_ % (identify base)

TOTAL- Direct Labor, Fringe and Overhead

**D. Other Direct Costs:**  
ODCs: RFP Specified  
Travel: RFP Specified

**E. Team Subcontractors/Subcontractors Consultants**

- 1.
- 2.

Total- Subcontractors/Consultants

**F. Estimated Cost without G&A**

Total Direct Labor, Fringe and Overhead, ODCs, Total  
Subcontractors/Consultants

**G. G&A Expense: (if applicable)**  
\_\_\_\_\_ % (identify base)

**H. Total Estimated Costs**

**I. Fixed Fee**  
\_\_\_\_\_ % (identify base)

**J. Total Estimated Costs and Fixed Fee**

**\*\*NOTE:** This cost proposal module/schedule should be tailored to company specific accounting practices.**\*\*\***

**L.24 Instructions for the Preparation of Technical Proposals**

(1) An original and 7 copies of your technical proposal shall be submitted as a separate part of the total proposal package. Omit all cost and pricing data from the Technical Proposal.

(2) Special technical Proposal instructions:

You are advised to closely read the technical proposal instructions and technical evaluation criteria before preparing a technical proposal. The technical proposal will consist of a comprehensive written proposal consisting of five sections: Management Approach, Technical Approach/Sample Work Assignment, Personnel, Past Performance, and Small Disadvantage Business Participation, which are each linked to the corresponding evaluation criteria detailed in Section M of this RFP. The past performance information submitted by the offerors will be used to contact references and to evaluate the offerors' past performance.

#### **A. GENERAL INSTRUCTIONS**

The following sections provide further details regarding the written technical proposal. Please note that the terms "offerors", "you", "your", etc., as used below, refer to the prime contractor, all subcontractors, consultants, and any other team contractors.

The written technical proposal shall be prepared using the following guidance:

**1. Length-** The maximum length of the written technical proposals shall be limited to 100 typewritten pages (50 double-sided pages; anything in excess of 100 typewritten pages will not be considered) on 8 ½ x 11" paper, using no less than 10 point character size, and no less than 3/4" for all margins on all sides. The following items are excluded from the above stated page limitation: letters of transmittal, cover page, and dividers. Resumes are excluded from the above 100 page limitation, but are limited to two (2) typewritten pages per individual. Foldout pages are considered as the total number of 8 ½ x 11" pages or fractions of pages they fit. Offerors are strongly encouraged to be succinct, clear, and concise in writing the proposal and adhering to the page limitation. "Bulletized" or outline formats are welcomed where appropriate.

**2. Organization-** Offerors are advised to supply all information in the sequence and format as specified below. The Offeror's proposal and supporting documentation must provide a sufficient basis for a thorough evaluation of the proposal and provide the information necessary to evaluate the proposal in accordance with the evaluation factors set forth in Evaluation Factors for Award (EPAAR 1552.215-71) (SEP 1996) of this RFP. It is suggested that proposals be placed in binders with dividers clearly indicating the following sections:

1. Management Approach/Corporate Experience
2. Technical Approach/Sample Work Assignment
3. Personnel
4. Past Performance
5. Small Disadvantaged Business Participation

**3. Charts-** In the written technical proposal, the Offerors are encouraged to use quantitative and graphical methods to portray facts whenever possible, through the use of charts, lists, matrices, diagrams, tabulations, etc. These charts are not excluded from the 100 typewritten page limitation.

**4. Prohibition of Cost Data-** All cost or pricing details must be omitted from the written technical proposal.

**5. Exceptions-** Any exceptions or conditional assumptions taken with respect to the requirements of this RFP shall be fully explained in the proposal. **Please note, however, that exceptions or deviations may render your proposal ineligible for an award without discussions.**

## **B. REQUIRED SECTIONS OF THE WRITTEN TECHNICAL PROPOSAL**

### **1. Management Approach/Corporate Experience-**

*a. Management Plan-* The offeror shall explain their innovative management approach to assure continuous availability of key project and technical persons and maintain a high degree of responsiveness to the periodic, unpredictable nature of activities associated with the SOW. The offeror shall delineate how they will provide quick turnaround support, respond to changes, and handle temporary increased workloads. The offeror shall demonstrate the ability to successfully integrate the complex tasks of the SOW and oversee their concurrent implementation, using a creative and innovative approach and state-of-the-art business techniques. The offeror shall illustrate how problems encountered during performance of the contract will be resolved, citing examples from other contract management experience of a similar, relevant nature. The management plan should also show effective administrative information gathering and sharing within the management process throughout the life of the contract. The offeror shall describe how the work will be managed and distributed between any proposed consultants and/or subcontractors. The offeror shall also discuss a strategy for frequent and effective communication with the Project Officer and Work Assignment Managers.

*b. Management Structure-* The offeror shall give a detailed description of the management structure that they will employ. The offeror shall include an organizational chart identifying the portion of the overall organization assigned to this project. The chart shall describe the overall structure of the firm, how the departments and offices interrelate and provide a Labor Mix Matrix for the base period of the contract demonstrating how you plan to distribute the level of effort among the prime and subcontracting team, and by P-level or labor category. The offeror shall describe the qualification of all proposed consultants and/or subcontractors and their precise purpose in the overall effort. The offeror shall also describe any planned staffing changes required for this effort.

*c. Corporate Experience-* Offerors shall provide a synopsis of recent, relevant experience on complex multi disciplinary government and/or commercial contracts comparable to the services defined in the SOW. List up to ten (10) contracts and/or subcontracts during the past three (3) years in which the offeror (including team consultants and subcontractors) has performed services or developed products of a comparable or related nature and complexity to those in the SOW. The offeror shall furnish the following information for each contract/and or subcontract:



1. Project/Contract Name
2. Firm(s) showing experience:
3. Project/Contract Type
4. Project/Contract Start and Finish Dates
5. Client
6. Project/Contract dollar amount
7. Firm(s) who performed, the work/role of each firm
8. Key Staff
9. Description of project
10. Was the project a success? Why or why not?
11. Project/Contract show experience in the following SOW task area(s):
12. Client Contracting Officer (name and phone number)
13. Client Technical Project Manager (name and phone number)

NOTE: Project/Contract name should include the government contract number if applicable.

Project/Contract type should indicate the type of government contract (ie. FFP, CPFF, CPAF) or whether the work was commercial.

Project/Contract dollar amount refers to the actual cost (based on work assignment/tasks ordered, hours expended), not the maximum contract value.

Firm(s) who performed the work should identify the primary contractor. List key staff only from firm(s) listed in performing the work.

## **2. Technical Approach/Sample Work Assignment**

*a. Technical Approach-* The offeror shall provide a Strategic Overview that demonstrates their understanding of the Office of Enforcement and Compliance Assurance's overall mission, strategy, and goals. Based on the information presented in the Statement of Work, the offeror shall describe what they see as their overall responsibilities and objectives in a way that shows that the offeror understands the areas of work described, the purpose of these tasks, how the tasks interconnect, and the desired program outcomes.

After providing a Strategic Overview, offerors shall demonstrate their technical capability and approach to accomplishing the work described in each task area below. Offerors shall provide a clear, concise, and complete explanation of how they proposed to accomplish the required services and functions specified in the Statement of Work (SOW). Offerors are discouraged from simply reiterating or rephrasing the SOW task areas. Offerors are also cautioned against using such phrases as "standard procedures will be employed" or "well-known techniques will be used." The technical approach should express how the offeror will comply with the work statement and provide a full explanation of the techniques and procedures the offeror proposes to follow. The SOW task areas are listed below:

- A. Training
- B. Data Management
- C. Targeting and Analysis
- D. Compliance Inspections
- E. Compliance Assurance

- F. Outreach
- G. Sampling and Sample Analysis
- H. Pollution Prevention

*b. Sample Work Assignment-* The offeror shall develop a written technical approach or work plan and other work products as specified below for the sample work assignment. The offeror shall address its descriptions of the steps it would take in approaching the sample work assignment. The offeror should demonstrate its technical knowledge, capability, and approach to meet all of the tasks in the sample work assignment. For the sample work assignment, the offeror shall include a milestone chart with a matrix showing the personnel (Position Level/job title) and labor hours required for each major task. The milestone chart and the labor hours matrix shall have sufficient detail for assessing the realism of the proposed methodology. This sample work assignment is included in the 100 typewritten page limitation for the technical proposal.

**i. Work Assignment**

- (1) **Title:** Baseline Evaluation for Compliance Assurance
- (2) **Work Assignment Manager:** Joe Smith, Office of Compliance
- (3) **Background**

The Office of Enforcement and Compliance Assurance (OECA) has adopted a sector approach for many of its compliance assurance activities. Often these sectors are comprised of small businesses for which compliance information does not exist in existing databases. OECA is very interested in learning if compliance information can be gathered on these sectors through other means than traditional databases. In particular, OECA is interested in learning the feasibility, costs, and practicality of collecting baseline compliance rate data through statistically-valid sampling using two different methods: on-site visits and surveys. OECA proposes to test these two compliance evaluation methods with a particular industry.

- (4) **Purpose and Objective**

To conduct a nation-wide study of the multimedia releases, environmental impacts, and compliance rates for XYZ industry. The objectives would include the following 1) identify a baseline of discharges and compliance rates from XYZ sector, 2) identify the greatest environmental and compliance problems associated with this sector, 3) determine the feasibility of implementing a repeatable program to evaluate the impacts of our compliance assurance activities, by using the XYZ industry as a case study. This study would consist of a statistically valid compliance assistance on-site visit program conducted within the Mid-Atlantic Region. The study would be conducted in conjunction with States and EPA Regions. The site visits would gather comprehensive, multimedia data to evaluate discharges and compliance issues.

The purpose of this effort will be the determination of the sector's baseline understanding of environmental regulations through the use of a statistically-valid survey approach

(5) **Tasks**

**Task 1: Development of the ICR.** The Contractor shall develop a draft Information Collection Request (ICR) to utilize when conducting on-site visits. The Contractor shall use the information collected to develop a compliance checklist and to do a mailed survey to XYZ industries. The ICR shall include the sampling methodology proposed, the number of site visits and mailed surveys to be conducted, the length of time each site visit will take and the cost burden on the facilities being interviewed or surveyed.

**Task 2: Development of the on-site visit checklist.** The Contractor shall identify the major environmental and compliance issues for XYZ industry. The Contractor shall build their development of a compliance checklist to be used during on-site compliance visits. The Contractor shall look at XYZ types of releases from XYZ industry operations, and utilize EPA reporting requirements (i.e., Toxics Release Inventory, TRI). The checklist shall cover no more than 10 key compliance issues, in a yes or no format. The Contractor shall include the following subject areas:

\*Clean Water Act (CWA) :

- Applicability of Federal, State and local industrial pretreatment requirements .
- Sludge disposal
- Applicability of stormwater requirements;

\*Emergency Planing and Community Right to Know Act (EPCRA), knowledge of reporting requirements for the Toxics Release Inventory, Sections 312 and 313;

\*Resource Conservation and Recovery Act (RCRA):

- Manifesting;
- Acceptable management practices;
- Storage and disposal of listed and characteristic hazardous materials;
- Training and contingency planning;

**Task 3: Development of a sampling approach.** The Contractor shall identify the universe of XYZ facilities in the Mid-Atlantic Region. The Contractor shall use traditional and non-traditional methods to identify XYZ facilities. The Contractor shall develop a comprehensive list of those XYZ facilities. The facility list shall include the names, addresses and phone numbers of each of the facilities. The samples should be taken assuming a heterogenous population

with no less than a 90% confidence interval. The Contractor shall create a random sample of facilities from XYZ list.

**Task 4: Final Report.** The Contractor shall produce a final report that describes: 1) the compliance results of the on-site visits; 2) the awareness/knowledge results of the survey, 3) the lessons learned with respect to the success of the response rate of the statistically-valid mailed survey; 4) recommendations with respect to the feasibility of repeating this type of study in the future with different sectors.

(6) **Deliverables**

Task 1: Information Collection Request  
 Task 2: On-Site Compliance Checklist  
 Task 3: Sampling Approach  
 Task 4: Final Report

**3. Personnel Qualifications-** The offeror shall describe the suitability of the firm's proposed organization of staff to perform work on this contract; professional experience and qualifications of personnel assigned to the project team; and the extent to which the firm proposed to use subcontractors and consultants. Offerors shall demonstrate the extent to which they possess the appropriate technical knowledge and expertise on the requirements and tasks described in the SOW. The offeror shall describe relevant, specific experience and education for proposed key personnel, including subcontractors and consultants. In addition, the offeror shall demonstrate their employee's ability to obtain the necessary inspector training as described in the Section H clause entitled "Inspector Training Requirements." A letter of commitment should be provided for all key personnel, and each subcontractor and consultant, and should be included at the end of the resume section of the proposal (see item 3(b)), and will not be included in the 100 typewritten page limitation.

*a. Team Organization Chart-* Offerors shall submit an organization chart showing how the proposed team for this contract will be staffed, indicating which staff would be assigned to the various SOW task areas. The chart should identify the primary contractor, any subcontractors, and proposed Program Manager, and should include the name, title, and organizational affiliation of all individuals who are considered instrumental to successful performance of this contract ("key personnel").

*b. Resumes-* Submit a resume no longer than two (2) pages in length for each of the proposed personnel including proposed consultants and subcontractors. The resume should include educational background, experience and special qualifications; the names and telephone numbers of two (2) business references. The appropriate personnel category (ie. Project Lead Personnel, Project Technical Personnel, Project Management Personnel) should be identified for each of the proposed personnel.

*c. Required Information on Key Personnel-* In addition to the resume required in paragraph (b) above, the offeror shall submit the a table in the format provided below for each of the key personnel. Describe how the key personnel are intended to be employed on the contract and summarize relevant experience for the SOW task area(s). The table cell size may be expanded or reduced to fit the information, but the table should not exceed one (1) page for each key person. Border style, font size, and font type may be altered, but font size should not be less than ten (10) point. This table will be included in the 100 typewritten page limitation.

Name of Individual:	Firm Affiliation:
Job title & Percent Availability:	Office Location:
SOW Task Area(s)/Personnel Category for Which Individual is Proposed:	Relevant Years of Experience in Comparable SOW Task Area(s):
List up to 5 relevant projects/contracts in which individual has served as a primary contributor; describe role individual had in each project (eg., project manager, task leader, principal investigator)	
List up to 4 relevant publications/documents authored or co-authored	
Relevant special knowledge (eg. software packages, database tools, programming skills, foreign languages) and/or professional licenses/accreditations:	

NOTE:

**Office Locations** should refer to the location where the individual normally works.

**Personnel Category** should refer to the categories (Project Lead Personnel, Project Technical Personnel, Project Management Personnel) defined in Section M (Evaluation Factors for Award).

**Relevant Project/Contracts** should refer, as often as possible, to projects/contracts on the corporate experience list (see item 6 below). Include start/finish dates of the project and the individual's involvement. Relevant experience in projects/contracts performed outside the corporate experience should be explained in the individual's detailed resume.

Please ensure that all information submitted for each individual is accurate.

**4. Past Performance-** Offerors shall provide the past performance information as required by EPAAR clause 1552.215-75 entitled "Past Performance Information," contained in Section L of this solicitation.

The offeror shall complete the top portion of the Past Performance

Questionnaire included in Attachment 3, Past Performance Information, to this solicitation for at least five (5) contracts and/or subcontracts completed in the past three years, and all contracts and subcontracts that are currently in process, which are similar and relevant in nature to this requirement. Offerors should submit one form directly to each client or reference utilizing the client authorization letter included in Attachment3, Past Performance Information to this solicitation. The offeror shall request that the reference complete the questionnaire and forward it to the Contract Specialist either via e-mail to [britt.carole@epa.gov](mailto:britt.carole@epa.gov), or to the following mailing address no later than the proposal due date:

U.S. Environmental Protection Agency  
ATTN: Carole Britt (3803R)  
1200 Pennsylvania Avenue, N.W.  
Washington, D.C. 20460

**5. Small Disadvantage Business Utilization-** The offeror shall submit the information required by EPAAR clauses 1552.219-72 contained in Section L of this solicitation. The Agency's subcontracting goals are listed below:

Small Business: 50%  
Small Disadvantaged Business: 20%  
Women-owned Business: 7.5%  
HubZone: 3%  
Service Disabled Veteran Small Business: 3%

**SECTION M - EVALUATION FACTORS FOR AWARD****M.1 EVALUATION OF OPTIONS (FAR 52.217-5) (JUL 1990)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirements. Evaluation of options will not obligate the Government to exercise the option(s).

**M.2 EPA SOURCE EVALUATION AND SELECTION PROCEDURES--NEGOTIATED PROCUREMENTS (EPAAR 1552.215-70) (AUG 1999)**

(a) The Government will perform source selection in accordance with FAR Part 15 and the EPA Source Evaluation and Selection Procedures in EPAAR Part 1515 (48 CFR Part 1515). The significant features of this procedure are:

- (1) The Government will perform either cost analysis or price analysis of the offeror's cost/business proposal in accordance with FAR Parts 15 and 31, as appropriate. In addition, the Government will also evaluate proposals to determine contract cost or price realism. Cost or price realism relates to an offeror's demonstrating that the proposed cost or price provides an adequate reflection of the offeror's understanding of the requirements of this solicitation, i.e., that the cost or price is not unrealistically low or unreasonably high.
- (2) The Government will evaluate technical proposals as specified in 1552.215-71, Evaluation Factors for Award.

(b) In addition to evaluation of the previously discussed elements, the Government will consider in any award decision the responsibility factors set forth in FAR Part 9.

**M.3 EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (AUG 1999)**

(a) The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government cost or other factors considered. For this solicitation, all evaluation factors other than cost or price when combined are significantly more important than cost or price.

(b) Technical Evaluation Criteria:

Proposals will be evaluated based on the information presented in the written proposals. Such information will demonstrate to the evaluators the offeror's qualifications in regard to the five evaluation criteria as set forth below. The following criteria are evaluation factors and significant subfactors to determine the quality of product or service:

<u>Factor</u>	<u>Points</u>
1- Management Approach	30
2- Past Performance	25
3- Technical Approach	15
4- Personnel	15
5- Sample Work Assignment	10
6- Small Disadvantage Business Participation	5
TOTAL:	100

The technical proposal instructions in Section L clause entitled "Instructions for the Preparation of Technical Proposals," and the Section L clause entitled "Instructions for the Preparation of Proposals" are hereby incorporated into these evaluation criteria.

#### **1. Management Approach/Corporate Experience (30 points)**

The offeror will be evaluated on the overall management approach to planning and organizing contract activities to fulfill the requirements of the Statement of Work (SOW), including programmatic, organizational and functional processes and quality control to support the general management of the resulting contract. The offeror will be evaluated on appropriateness, completeness and overall quality of its proposed program, contract, subcontract, and personnel management policies and practices. Within this evaluation factor, the following subfactors shall be evaluated in descending order of importance:

##### **a. Management Plan (15 points)**

The offeror will be evaluated on their demonstrated ability to be imaginative in developing a unique technical approach to the SOW; and their reasonable but creative measures that would assure timely technical and administrative information gathering and sharing. Offerors shall also be evaluated on their demonstrated ability to successfully manage all aspects of the contract, while using state-of-the-art business techniques.

##### **b. Management Structure (10 points)**

The offeror will be evaluated on the adequacy of their plan for project organization including contract fiscal responsibility ie. control of cost, response to work assignment issuance, direction of work assignments, and internal structure for managing subcontracts and consultants.

##### **c. Corporate Experience (5 points)**



Offerors will be evaluated on the adequacy of the company experience comparable to the scope, complexity, multi-tasked, multi-disciplinary requirements as specified in the SOW.

## **2. Past Performance (25 points)**

The offeror's past performance evaluation will be based on the information presented in its proposal, on information obtained from the offeror's supplied references, on information obtained through the National Institutes of Health (NIH) Contractor Performance System (CPS) (if applicable), and on other information obtained by the Government from other sources. Offerors will be evaluated on previous customer satisfaction in the follow areas, which are all of equal importance:

- 1) Quality of services/supplies
- 2) Timeliness of performance
- 3) Effectiveness of management (including subcontractors)
- 4) Initiative in meeting requirements
- 5) Response to Technical Direction
- 6) Responsiveness to performance problems
- 7) Compliance with cost/price estimate
- 8) Customer satisfaction
- 9) Small Disadvantaged Business Participation
- 10) Overall performance

Offerors with no past performance history, whose past performance history is not relevant, or for whom past performance data is not available, will not be evaluated favorably or unfavorably on past performance. Every attempt will be made to ascertain meaningful past performance information on which the offeror's prior performance can be evaluated. Note: If an offeror does not submit past performance information as required, and EPA becomes aware that the offeror has past performance history, the offeror may be deemed ineligible for award.

## **3. Technical Approach (15 points)**

The Offeror will be evaluated on its technical understanding, knowledge, capability, and approach to meet all eight of the task areas described in the SOW. **The eight requirements described in the SOW are of equal importance.** The proposal will be evaluated for appropriateness, quality, completeness, and overall quality of the methodology and approach to accomplish each of the requirements of the SOW.

## **4. Personnel (15 points)**

The proposed personnel will be evaluated on the extent to which they possess the appropriate technical knowledge and expertise of the requirements and tasks described in the SOW. The Offeror will be evaluated on relevant, comparable experience of key personnel to include their adequacy of education and the availability of the proposed personnel. In addition, the Offeror will

be evaluated on the proposed personnel's basic understanding of regulatory approaches, policies and technical approaches.

#### **5. Sample Work Assignment (10 points)**

The Offeror will be evaluated on its description of the steps it would take in approaching the sample work assignment. The following are subfactors, within this evaluation factor which are listed in descending order of importance:

##### **a. Technical Approach (5 points)**

The Offeror will be evaluated on its technical understanding, knowledge, capability, and approach to meet all of the tasks of the sample work assignment in a timely manner. Offerors will be evaluated on their recognition of the assignment objectives, description of accomplishing assignment objectives, and the end results of the assignment objectives.

##### **b. Personnel (5 points)**

The proposed personnel will be evaluated on the adequacy of the types of personnel to form the project team, their educational background and comparable, relevant experience.

#### **6. Small Disadvantage Business Participation (5 points)**

Offerors will be evaluated in accordance with EPAAR 1552.219-74, entitled Small Disadvantaged Business Participation Factor, included as in Section M of this solicitation.

#### **M.4 SMALL DISADVANTAGED BUSINESS PARTICIPATION EVALUATION FACTOR (EPAAR 1552.219-74) (OCT 2000)**

Under this factor [or subfactor, if appropriate], offerors will be evaluated based on the demonstrated extent of participation of small disadvantaged business (SDB) concerns in the performance of the contract in each of the authorized and applicable North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce. As part of this evaluation, offerors will be evaluated based on:

(1) The extent to which SDB concerns are specifically identified to participate in the performance of the contract;

(2) The extent of the commitment to use SDB concerns in the performance of the contract (enforceable commitments will be weighed more heavily than nonenforceable commitments);

(3) The complexity and variety of the work the SDB concerns are to perform under the contract;

(4) The realism of the proposal to use SDB concerns in the performance of the contract; and

(5) The extent of participation of SDB concerns, at the prime contractor and subcontractor level, in the performance of the contract (in the authorized and applicable NAICS Industry Subsectors in terms of dollars and percentages of the total contract value.

**M.5 MINIMUM STANDARDS FOR EPA CONTRACTOR'S CONFLICT OF INTEREST PLANS (LOCAL LRT-09-08) (DEC 2001)**

1. PURPOSE

The Environmental Protection Agency (EPA) has identified a need to avoid, neutralize, or mitigate actual and potential contractor conflicts of interest (COI). To accomplish this, contractors are required to have a COI plan for identifying and reporting actual and potential COI. The purpose of this document is to set forth the minimum standards for a contractor's COI plan.

2. COI PLAN

The contractor's COI Plan is a document which describes the procedures a company uses to identify and report COI. Generally, a contractor's corporate COI plan will describe how a company, in its entirety, addresses conflicts, and will not be contract or program specific. The plan may also describe the options a company will consider proposing to avoid, neutralize, or mitigate a COI whenever a conflict is identified. The plan will be evaluated and approved by the applicable EPA Contracting Officer (CO) if the COI Plan meets the EPA's minimum requirements for detecting and reporting conflicts of interest. Contractor's COI Plans should be identified by a version number, date, and applicable CO for any previously approved COI Plan.

3. MINIMUM STANDARDS FOR CONTRACTORS' COI PLANS

A. Corporate Structure

The COI Plan shall describe any parent relationship and list all affiliates, subsidiaries, and sister companies, etc. Generally this need not exceed three corporate tiers, unless a relationship exists beyond three tiers that would potentially create a conflict. In such a case, relationships beyond three tiers should also be included in the COI Plan. Contractors should report changes in its corporate structure to the Agency throughout contract performance.

Contractors are invited to include under this section a company profile. The profile should discuss all pertinent information relevant to COI including a summary of a contractor's primary and/or environmental business functions and activities. This background information will be very useful to COS when evaluating whether or not a contractor has a COI.

#### B. Searching and Identifying COI

The COI Plan shall include a requirement describing when a COI search must be performed by company personnel and clearly identify the procedures to be followed. The searching requirement shall encompass all work related to all clients for whom work was performed over the last three years, all current work, all sites (if applicable) and any future work reflected in marketing proposals. Contractors must search their records over the past 36 months, or through all available records for a new company until 36 months of records are accumulated, from the time of receipt of the work from EPA. However, contractors are encouraged to search back as far as a company's records cover.

#### C. Data Base

The COI Plan shall require a data base that includes all necessary information for a contractor to review its past work (at a minimum over the past 36 months or through all available records for a new company until 36 months of records are accumulated), work in progress, and work the company may be pursuing under any marketing proposals. This requirement does not establish any particular type or kind of retrieval system, however, the data base shall contain, at a minimum, the following information and capabilities.

- (1) a list of the company's past and public clients;
- (2) a description of the type(s) of work that was performed and any other pertinent information;
- (3) a list of the past sites (when applicable) a contractor has worked on;
- (4) a list of site name(s) (when applicable) related to any work performed;
- (5) the ability to search and retrieve the information in the data base; and
- (6) dollar value of work performed.

If applicable, the COI Plan shall include provisions for supplemental searches of parent, affiliate, subsidiary, or sister company records. The COI Plan shall also describe any cross-checks used by the company when searching COI issues.

#### D. Personal Certification

At a minimum, the COI Plan shall require ALL employees of the company performing work under an EPA Superfund and/or Non-Superfund contract, including work on a site, work relating to a site, work pertaining to a CERCLA/RCRA action, or work that may endanger a CERCLA enforcement action, to sign a personal certification. EPA recommends a policy whereby all company

employees are required to sign such a certification rather than only those employees working under an EPA contract. The certification shall require at a minimum, that the individual agrees to report to the proper company authority any personal COI and that the individual has read and understands the company's COI Plan and procedures. Employee certifications shall be retained by the company.

E. Work Assignment (WA), Technical Direction Document (TDD), or Delivery Order (DO) Notification and Certification

The COI Plan shall describe the process the company requires for notifying the Agency prior to beginning work, and for submission of its WA/TDD/DO certification within 20 days of receipt of the work from EPA.

NOTE: WA/TDD/DO certifications are NOT required if the contract contains an annual certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for WA/TDD/DO certifications.

F. Annual Certification

The COI Plan shall describe the process the company requires for submission of its annual certification.

NOTE: Annual certification is NOT required if the contract contains a WA/TDD/DO certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for annual certifications.

G. Notification and Documentation

The COI Plan shall clearly delineate the official within the company responsible for making COI determinations. Generally, this would be someone at a middle to upper level of management. The responsible official shall be free of any personal conflicts for the purpose of making COI determination, e.g., a program manager who receives bonuses based on the total amount of sales may not be free of conflicts.

The plan shall clearly identify the process that is required when notifying the EPA of any actual or potential COI and the actions that the company has taken or will take to avoid, neutralize, or mitigate the conflict. In addition, the contractor shall document all COI searches related to EPA work, whether or not an actual or potential COI has been identified.

H. Training

The COI Plan shall require all employees of the company to receive basic COI training and that each employee receive COI awareness training at least annually. The company's COI Plan shall be available for all employees to review. Annual awareness training shall include, at a minimum, a review of the certification language and any changes that may have occurred in the company's COI Plan. In addition, companies are encouraged to routinely

disseminate to their employees current COI information.

#### I. Subcontractor's COI Plans

The COI Plan shall describe the process and mechanism by which the company will monitor its subcontractors to ensure all subcontractors are complying with the COI provisions in their contracts. It is important that subcontractors identify and report COI as well as submit Limitation of Future Contracting (LOFC) requests for approval.

### **M.6 Responsibility Determination-- Quality Management Plan**

#### **Quality Management Plan - Acceptable/Unacceptable**

Offerors will be evaluated on their Quality Management Plan as either acceptable or unacceptable in terms of the offerors' responsibility. The plan will be evaluated on the following:

(a) Policy concerning the organization's commitment to implement a Quality Control/Quality Assurance program to assure generation of measurement data of adequate quality to meet the requirements of the Statement of Work.

(b) An organizational chart showing the position of a QA function or person within the organization and the relative independence of the functional groups which generate measurement data.

(c) Clarity of delineation of the authority and responsibilities of the QA function or person and the related data quality responsibilities of other functional groups of the organization.

(d) The type and degree of experience in developing and applying Quality Control/Quality Assurance procedures to the tasks contained in the statement of work.

(e) The background and experience of the proposed personnel relevant to accomplish the tasks described in the Statement of Work.

### **M.7 Responsibility Determination-- Conflict of Interest**

#### **Conflict of Interest Plan - Acceptable/Unacceptable**

a. The Contracting Officer will perform a determination of responsibility for the apparent successful offeror in accordance with FAR 9.104. The responsibility determination will include, among other factors, consideration of any actual or potential organizational conflicts of interest that the apparent successful offeror has. If the Contracting Officer determines that the apparent successful offeror has an actual or potential conflict of

interest, which, in the Contracting Officer's opinion, cannot reasonably be avoided, neutralized or mitigated, the offeror, after being given an opportunity to address the CO's concerns, may be determined to be nonresponsive and will be deemed ineligible for award.

b. In assessing the potential for conflicts of interest, the Contracting Officer will review the information furnished in response to the solicitation's conflict of interest provisions, and the Conflict of Interest Plan furnished in accordance with the Section (L) provision entitled "Organizational Conflict of Interest Plan." Because there is no precise formula for determining what would represent an acceptable level of risk to the Government when considering conflict of interest issues. The Conflict of Interest Plan will, however, be evaluated as acceptable or unacceptable based on the following:

1. The Section M clause entitled "Minimum Standards for EPA Contractor's Conflict of Interest Plans";

2. The adequacy of the offeror's generic plan for avoiding, neutralizing, or mitigating actual or potential organizational conflicts of interest that may arise following contract award; and

3. The adequacy of the offeror's plan for avoiding, neutralizing or mitigating existing actual or potential organizational conflicts of interest that were identified prior to contract award.

Therefore, an apparent successful offeror who submits a Conflict of Interest Plan that is determined to be unacceptable at the time of contract award will not be eligible for award.

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ATTACHMENT 1

STATEMENT OF WORK--TECHNICAL SUPPORT SERVICES FOR THE OFFICE OF COMPLIANCE



**Technical Support Services for The Office of Compliance  
Statement of Work**

**I. Background**

The Environmental Protection Agency's (EPA) Office of Enforcement and Compliance Assurance (OECA) is responsible for managing and coordinating EPA's national compliance monitoring activities. The goal of these activities is to ensure that facilities that are regulated under Federal environmental statutes and regulations achieve compliance with Federal environmental laws and regulations. The principle statutes that authorize EPA to conduct compliance monitoring activities include: the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA); the Toxic Substances Control Act (TSCA); the Oil Pollution Act (OPA); the Emergency Planning and Community Right-to-Know Act (EPCRA); the Asbestos Hazard Emergency Response Act (AHERA); the Clean Air Act (CAA); the Clean Water Act, (CWA); The Safe Drinking Water Act (SDWA); the Resource Conservation and Recovery Act (RCRA) and Title X of the Housing and Community Development Act of 1992.

As the national manager of EPA's compliance monitoring activities, OECA directs and coordinates regional compliance monitoring enforcement activities and maintains a national awareness of program implementation. OECA is also responsible for identifying trends in compliance causing significant environmental problems, particularly on a national basis. OECA also coordinates its activities with other agencies and other offices within EPA and provides information to these agencies, offices, and states to assist them in conducting their compliance monitoring activities. Such information for example: interpretative guidance for compliance monitoring strategies; evaluation protocol; the Suspended Pesticide Products List; and the state cooperative agreement guidance for FIFRA and TSCA.

As national manager of EPA's enforcement activities, OECA also develops regulations, compliance monitoring strategies, enforcement response policies, case settlement guidelines, guidelines for targeting laboratory inspections, new grant programs, and evaluation protocol for cooperative agreements. OECA is also responsible for determining appropriate enforcement response actions to be taken to address potential violations. Types of enforcement actions that OECA is authorized to undertake to address violations include: civil penalties; stop sale, stop use, and removal orders; and the suspension of certified applicators licenses.

OECA is also responsible for determining whether (1) a laboratory or field site that conducts or has conducted studies of interest to the agency is in compliance with the Good Laboratory Practices (GLP) standards, and (2) reports submitted to the Agency can be substantiated by the raw data. The former is accomplished by physical inspections and interviews at the facility and the latter by an audit process in which the final reports received by EPA are validated against the original data generated by the laboratory that conducted the study.

## **II. Scope of Work**

The following describes the type of work the Contractor will be required to perform under this Statement of Work, as required by individual work assignments. The work shall support OC, other Headquarters Offices, the Regional Offices and other Agencies or organizations specified by the Project Officer or Task Manager.

## **III. Format of Written Deliverables**

Unless otherwise specified in the work assignments, the end product for each work assignment shall be delivered in hard copy and in Word Perfect electronic format or another format, e.g., dBase, html, consistent with the contents of the product.

A schedule of work tasks and deliverables, including the number of copies, will be specific in each work assignment. Prior to distribution of any deliverables, EPA comments shall be addressed and incorporated. All contractor reports, work products, and materials generated under this contract will be subject to EPA review and approval.

## **IV. Task Descriptions**

The Contractor shall support EPA's compliance monitoring and enforcement efforts under the Office of Compliance by performing tasks in the following areas:

### **A. Training**

The Contractor shall conduct training and otherwise assist the Office of Enforcement and Compliance Assurance (OECA) staff in the development of selected training courses of approximately 50 to 100 students per training class. These courses have a target audiences which include industry, Indian tribes, states, environmental justice community groups, other environmental groups, labor groups, EPA regions, and other public groups. Topics include measurement training in order to support GPRA goals. The Contractor shall assist the OECA staff with the modification of existing courses to support OECA's various programs, and data systems such Air Facility Sub-system (AFS), Applicability Determination Index (ADI), Enforcement and Compliance History On-line (ECHO), Integrated Compliance Information System (ICIS) Integrated Data for Enforcement Analysis (IDEA), National Asbestos Registry System (NARS), National Compliance Data Base System (NCDB), Online Tracking Information System (OTIS), Permit Compliance System (PCS), Resource Conservation and Recovery Act Info (RCRA Info), Safe Drinking Water Information System/Federal (SDWIS/FED), and Section 7 Tracking System (SSTS). The Contractor shall also conduct "train the trainer" courses for Regional and Headquarters personnel, and evaluate such courses. In all cases, the Contractor's work will be subject to review and approval. The Contractor

shall assist the Agency in performing the activities listed below:

1. Design and conduct training needs assessments and conduct focus groups or other meetings to assess training needs;
2. Recommend performance-based, measurable training objectives;
3. Perform cost-effectiveness analyses to permit comparisons of alternative training systems and methods.
4. Design and develop a training course, or self-instructional material content for new courses or refine existing OECA training courses; These may include the following:
  - a. Photo Copies
  - b. Computer-based instruction (CBI)
  - c. Video-based instruction (VBI)
  - d. Computer-interactive video disc instruction (CVID)
  - e. Digital video interactive (DVI)
  - f. Virtual reality interactive
  - g. Expert systems
  - h. Webcast Interactive
  - i. Training manual, guides or handbooks
  - j. Computer Based Training (CBT)
5. Assist OECA in the logistical development, refinement, assembly and delivery of training course materials such as manuals, guides, announcements, audio/visual aids, graphics, name tags, name tents, and certificates of completion;
6. Provide systems demonstrations and training of EPA staff in the use of new systems or of existing systems such as OTIS/ECHO, AFS, RCRA Info, etc. (*See VI. References for a description of types of systems housed in OECA.*) ;
7. Develop methods for evaluating the impact of OECA training on EPA employees and conduct such evaluations;
8. Identify, develop and configure necessary hardware, and develop bulletin board systems, including the implementation of and improvements to a system for placing information on the Internet and Intranet. (*See*

URL link [www.epa.gov/compliance/training](http://www.epa.gov/compliance/training) for possible types of training requirements.)

9. Conduct training sessions in the form of seminars, workgroups, conferences, and symposia at EPA facilities in the Washington, D.C. area, EPA Regional offices, and possibly state agencies.

## **B. Data Management**

The Contractor shall perform the following information management tasks:

### **1. Data Entry/Data Analysis**

The Contractor shall perform data and systems analysis, systems updates and data input for the various systems that support OECA, such as AFS, ECHO, SSTs, RCRA Info, PCS, ICIS, and OTIS. Examples of data entry analysis include data screening, data usage, canning, trend analysis, statistical analysis, formatting, coding, selective retrieval, and preparation of special displays. The Contractor shall also provide support in reviewing, organizing, and summarizing materials received. Such support may include the processing of inspection results to determine a statistically valid non-compliance rate in response to enforcement or compliance information collection activities. In addition, data analysis tasks include studies and assessments of the quality of the data and how it can be maintained and improved.

The Contractor shall provide information support functions such as organizing administrative requirements and setting up, planning and carrying out seminars, conferences, and workshops, related to the specific information support systems.

### **2. Requirements Analysis/Feasibility Studies**

The Contractor shall perform requirements analyses and feasibility studies on the various information systems used by OECA. Tasks under this section will involve the development of option papers, strategies or pilot programs to be used in enhancing, modifying, or changing existing systems. This support may also be required for new systems deemed necessary by OECA.

### **3. User Support**

The Contractor shall support OECA data management training needs by providing training and support to EPA and/or state personnel identified in specific work assignments. The Contractor shall develop instructional materials, self-guided tutorials, and quick reference guides to accompany their data management training. The Contractor shall also provide telephone and hotline support

during core business hours (ie., 9:00a.m. to 5:00 p.m.) for the aforementioned materials, tutorials, and guides while supplying classroom instruction support on data management.

#### 4. Data Exchange within EPA and Other Agencies

The Contractor shall assist EPA in the exchange of information among various data systems such as IDEA, AFS, RCRA Info, NCDB, TSCA chemical imports with Customs, and organizations within EPA, and between EPA and other facilities. The Contractor shall provide a format for exchanges of data between the systems, offices, and agencies specified in work assignments. The Contractor shall also adhere to the security requirements of the individual Federal agencies.

#### 5. Software Development/Programming Support

The Contractor shall provide expertise in the area of software development and programming support for the information systems residing within OECA to include its responsibilities as they extend into providing regional computer capability for compliance tracking and reporting of the OECA systems (See VI. References for detailed description of operating systems.) This support shall include actual software development as well as testing, debugging, and installation of the software. User support or additional training may be required to complete the installation process. The Contractor shall also provide analysis, revision and development of reports, forms, and accompanying instructions for the modules of the indicated system.

#### 6. Other

The Contractor shall provide support in the areas of information engineering, case tool development and prototyping, and industry sector database development. Databases supported include, but are not limited to the following compliance databases: PCS, IDEA, OTIS, ECHO, NARIS, SDWIS, LISA, AFS, ICIS, NCDB, AND FTTS (*See VI. References for detailed description of systems.*)

### **C. Targeting and Analysis**

The Contractor shall perform assorted analytical, review or investigate tasks to ensure compliance with enforcement actions, enforcement agreements, enforcement orders, and permit and reporting requirements across the statutory and regulatory requirements under all environmental statute areas.

The Contractor shall perform the following:

1. Analysis and documentation of specific and general data to help EPA

identify non-complying sectors, geographic areas, and specific facilities.

2. Review of required reporting requirements or record-keeping of

Discharge Monitor Reports (DMR) under the National Pollutant Discharge Elimination System (NPDES) to assess potential non-compliance of

industrial, municipal, and other facilities, which must obtain permits if their waste discharges go directly to surface waters. This NPDES permit program is a program which controls water pollution by regulating point scores that discharge pollutants into waters of the United States. These point scores are discrete conveyances such as pipes or man-made ditches. Water pollution caused by the point scores then degrades surface waters making them unsafe for drinking, fishing, swimming, and other activities. In providing support, the Contractor may be asked to review EPCRA emergency release reporting for an industry sector and identify any trends or outliers which may indicate compliance issues.

3. Perform identification and analysis of specific processes within

industries-- such as petroleum refining, chemical manufacturing, and auto manufacturing-- in cases where compliance is difficult, expensive, or controversial to maintain, and identification of the appropriate efforts necessary to achieve compliance.

4. Updating of compliance status and support of processes designed to

complete those parties not complying to meet regulations, permit terms, and/or settlement/order requirements.

5. Performance of root cause analyses to better comprehend reasons for non-compliance with environmental regulations.

#### **D. Compliance Inspections**

The Contractor shall provide multi-disciplinary and multi-media support in the performance of: Environmental Management Systems (EMS) audits, multi-media compliance inspections and audits, and Good Laboratory Practice inspections and audits. To perform these tasks, the Contractor shall have knowledge of the following as they relate to Good Lab practice and EMS audits and inspections:

1. The process operations to be audited including the environmental, toxicological, and chemical fate/characterization/analysis issues likely to be associated with the processes, chemical testing, and related management issues;

2. Applicable environmental laws, regulations, and related documents;

3. Environmental and facility management systems and standards;

4. Audit practices, processes, and techniques;

5. Technical, scientific, and legal terms and concepts; and

6. Environmental science and technology.

In conducting compliance inspections, the Contractor shall:

a. Review the necessary information from each facility to gain a basic understanding of the facility's processes, standard operating procedures, and regulatory requirements;

b. Recommend an audit or inspection protocol that addresses the applicable environmental requirements, environmental issues, chemical characterization/toxicological issues, and potential risks at the facility;

c. Use the audit or inspection protocol to conduct analytical reviews of comprehensive compliance or EMS audit/inspections;

d. Provide technical support in gathering pre-audit information, developing the audit protocol, and developing audit reports;

e. Review audits conducted by the regulated community to verify that a facility's compliance or EMS audits are conducted in accordance with EPA standards. To support this task, the contractor may be required to:

i. Review audit team credentials and audit protocol prior to an audit;

ii. Attend and observe the opening conference(s) of the compliance or EMS audit(s);

iii. Attend and observe on-site compliance and EMS audit activities;

iv. Attend and observe the closing conference(s) of the compliance/EMS audits; and

v. Prepare a report on the quality of the audits.

vi. Provide analytical laboratory support such as analyzing air emissions data generated by private testing laboratories

vii. Review applications and verify that EPA's Environmental Leadership Program (ELP) EMS elements are met by applicants and that the applicants have implemented the ELP EMS standards. The Contractor shall forward a letter to EPA verifying these findings.

viii. Provide scientific experts for data verification and conduct inspections in such fields as toxicology, chemistry, pathology, developmental biology, microbiology, teratology, and computer technology.

**E. Compliance Assurance****1. Problem Identification and Baseline Development**

The Contractors shall develop targeting strategies focusing on compliance assurance and enforcement resources on environmentally significant facilities through risk-based analyses. The Contractor shall develop recommended targeting approaches intended to result in high compliance rates, ecosystem protection, and environmental justice. This problem identification and baseline development work may include the identification of the environmental problem, justification for selecting the problem, desired outcomes in addressing the problem, compliance assurance and enforcement tool selection which will lead to the desired outcomes. Specifically, the Contractor shall assist OC to:

a. Perform data analyses to identify pervasive noncompliance

problems causing risk to human health and the environment through analysis and documentation of specific and general data to help EPA identify non-complying sectors, geographic areas to include environmental justice, and specific facilities. Examples of such data analysis include data screening, data trend analysis, and statistical analysis, selective retrieval, and preparation of special displays. The Contractor shall also provide support in reviewing, organizing, and summarizing materials received in response to enforcement or compliance information collection activities such as responding to Congressional requests for information.

b. Identify industry sector universe information such as the size

of the sector, geographic distribution, production and financial information on both facility and sector-wide basis, etc. The Contractor may also identify information such as the applicable regulations that are designed to address the environmental problem, and the sector's difficulties with compliance of those regulations as part of problem identification baseline development.

c. Identification and analysis of specific processes within

industries such as municipal waste water treatment system capacity issues where compliance is difficult, expensive, or controversial to maintain, and identification of the appropriate efforts necessary to achieve compliance.

d. Update compliance status and support of processes designed to

compel those parties not complying to meet regulations, permit terms, and/or settlement/order requirements.

e. Preparation of reports such as Integrated Strategy Emerging



Sector Reports on above processes for use by EPA in determining compliance targeting/scheduling or compliance incentive policies. Some of the software used in reporting are word perfect, excel and Microsoft word.

f. Performance of root-cause analyses to better comprehend reasons for non-compliance with environmental regulations.

g. Develop risk-based measures on compliance assistance, monitoring, and enforcement activities to include data analysis to measure the success of national and state compliance and enforcement programs.

## 2. Sector-Based Support

Based on problem identification, baseline development approaches, and in order to provide sector-based support, the Contractor shall have knowledge of the industry sectors under OC's domain, including chemical, commercial services, municipal, manufacturing, energy, transportation, and agricultural. The Contractor shall also develop recommended inspection guidance, compliance assistance tools, and compliance monitoring techniques.

In addition, the Contractor shall:

a. Develop and implement industry surveys and analyses to further refine OECA's understanding of noncompliance issues potentially identified through earlier screening methods.

b. Develop, revise or evaluate reference or guidance materials,

inspection guidelines, and communication strategies with a particular emphasis on OECA's MOA national priorities.

c. Develop industry sector notebooks, emerging sector reports, or profiles providing sector-based information such as basic process knowledge, compliance and enforcement profiles, pollutant release data, ongoing compliance initiatives, and pollution prevention innovations.

d. Organize and facilitate focus groups with interested

stakeholders to provide input on issue related to compliance assistance and compliance monitoring activities.

e. Develop and implement pilot projects in order to evaluate

compliance assistance and compliance monitoring activities.

f. Perform or review risk assessments to characterize the human and ecological effects of industry sector activities.

- g. Perform special data analysis and/or information gathering studies to support OC's compliance assistance and compliance monitoring activities (the Contractor shall analyze any previous studies to identify data gaps).
- h. Support EPA in assessing the success of measuring the benefits of compliance assistance and compliance monitoring activities.
- i. Provide technical support for the preparation of Information Collection Requests (ICR).

## **F. Outreach**

### **1. Compliance Assistance**

The Contractor shall provide support to EPA's outreach activities. These activities may be the result of analysis performed in the problem identification and baseline development phase. The mission of the sector-based outreach activities is to clearly focus the presentation communication of environmental requirements to the regulated community and to deliver clear, concise, industry-specific technical and regulatory information to states, regions, the regulated community, and the public. This communication shall include information about EPA programs, products produced through partnering with outside organizations, and materials developed by other organizations. The communication shall require multi-media and multi-disciplinary support of EPA's compliance assistance and sector-based outreach. The Contractor shall:

- a. Develop and/or update materials for use by OC's Compliance

Assistance Centers ([www.assistancecenters.net](http://www.assistancecenters.net)) and Clearinghouse ([www.epa.gov/clearinghouse](http://www.epa.gov/clearinghouse)). Each Center addresses the real world issues faced by a specific industry or government sector. The Centers deliver information in many forms: Internet Web sites, telephone assistance lines, fax-back systems and email discussion groups. The Centers help entities understand the environmental requirements and show how to save money by preventing pollution initially. The Clearinghouse provides a searchable website which provides links to compliance assistance documents developed by EPA, states, and other assistance providers.

- b. Develop or expand OC Compliance Assistance Centers and the National Environmental Compliance Assistance Clearinghouse;

- c. Develop publications for outreach about EPA programs including compliance and sector information. These programs may include the

Environmental Leadership Program, Common Sense Initiative, Assistance Centers, Compliance Incentives Policy, the Self-Auditing Policy, Small Business and Small Community;

d. Review and edit existing documents to make them available to the public through Internet sites and EPA Web Servers;

e. Load EPA outreach materials and documents onto the EPA Intranet; update OC home pages and documents already on EPA Web Servers;

f. Develop marketing plans for compliance assistance on a sector, environmental problem, or other basis. This marketing plan should include the development of outreach strategies and outcome measures and measures of effectiveness which support at a minimum, EPA's 2003 - 2008 Strategic Plan, Goal 5 Compliance and Environmental Stewardship. The measures should also help test the progress towards the other four goals of the Agency (Clean Air and Global Climate Change, Clean and Safe Water, Land Preservation and Restoration, and Healthy Communities and Ecosystems);

g. Provide EPA outreach materials and documents to Hotlines;

h. Provide support to EPA in development of Hotlines;

i. Develop scripts and provide access to production facilities and actors to produce video presentations, interactive videos and CD's, dealing with compliance assurance for training outreach;

j. Provide publicity or other incentives for participation in compliance assistance activities;

k. Provide access to compliance assistance experts;

l. Provide support at public meetings.

## 2. Compliance Monitoring

a. The Contractor shall perform assorted analytical, review, or investigative tasks to ensure compliance with enforcement actions, enforcement agreements, enforcement orders, and permit and reporting requirements across the statutory and regulatory requirements.

b. The Contractor shall provide multi-disciplinary and multi-media support in the performance of: Environmental Management Systems (EMS) audits, multi-media compliance inspections and audits, and Good Laboratory Practice inspections and audits. To perform these tasks, the Contractor shall have knowledge of the

following as they relate to Good Lab practice and EMS audits and inspections:

- i. The process operations to be audited including the environmental, toxicological, and chemical fate/characterization/analysis issues likely to be associated with the processes, chemical testing, and related management issues;
- ii. Applicable environmental laws, regulations, and related documents;
- iii. Environmental and facility management systems and standards;
- iv. Audit practices, processes, and techniques;
- v. Technical, scientific, and legal terms and concepts; and
- vi. Environmental science and technology.

### 3. Inspection Support

The Contractor shall also provide inspection support. In conducting compliance inspections, the Contractor shall:

- a. Review the necessary information from each facility to gain a basic understanding of the facility's processes, standard operating procedures, and regulatory requirements;
- b. Recommend an audit or inspection protocol that addresses the applicable environmental requirements, environmental issues, chemical characterization/toxicological issues, and potential risks at the facility;
- c. Use the audit or inspection protocol to conduct analytical reviews of comprehensive compliance or EMS audit/inspections;
- d. Provide technical support in gathering pre-audit information, developing the audit protocol, and developing audit reports;
- e. Review audits conducted by the regulated community to verify that a facility's compliance or EMS audits are conducted in accordance with EPA standards. To support this task, the contractor may be required to:
  - i. Review audit team credentials and audit protocol prior to an audit;
  - ii. Attend and observe the opening conference(s) of the

compliance or EMS audit(s);

iii. Attend and observe on-site compliance and EMS audit activities;

iv. Attend and observe the closing conference(s) of the compliance/EMS audits; and

v. Prepare a report on the quality of the audits.

f. Provide analytical laboratory support such as analyzing air emissions data generated by private testing laboratories.

g. Review applications and verify that EPA's Environmental Leadership Program (ELP) EMS elements are met by applicants and that the applicants have implemented the ELP EMS standards. The Contractor shall forward a letter to EPA verifying these findings.

h. Provide scientific experts for data verification and conduct inspections in such fields as toxicology, chemistry, pathology, developmental biology, microbiology, teratology, and computer technology.

#### **G. Sampling and Sample Analysis**

The Contractor shall conduct field work consisting of sampling groundwater, surface water, soil, air, sediments, wastewater, ambient water, industrial plant environments, biota and other pollutant samples related to enforcement and compliance actions. Well placement, drilling, and capping may also be included. The Contractor shall conduct modeling analyses to determine environmental effects of pollutants in facility discharges and emissions on ambient air, water, soil, and ecosystem quality.

The Contractor shall also obtain sampling data by conducting multi-media sampling programs at selected sites as regulated by an environmental statute and analyzing those samples to establish endangerment potential, source responsibility, treatability, transport, and fate of contaminants.

The Contractor shall prepare sampling plans with options and sampling point justifications for all sampling events. The Contractor shall provide any sampling equipment that may be required for routine and non-routine sampling events.

The contractor shall prepare a data management plan for each sampling or sample analysis assignment. The data management plan shall describe the methods to be utilized to ensure that all data collected or generated is stored and reported in a systematic manner consistent with EPA's quality assurance and quality control requirements including EPA Generic Quality Control Requirements and OECA specific Quality Control for Data Reporting Requirements. The plan shall include chain of custody procedures to ensure

legal defensibility of resulting analytical data.

The Contractor shall provide data validation for sample data obtained from sampling events conducted by other parties. The Contractor shall assess the quality assurance/quality control procedures used by other samplers and laboratories. The Contractor shall report any anomalies and inadequacies in the procedures or the data to EPA.

#### **H. Pollution Prevention**

The Contractor shall be alert to pollution prevention opportunities in all projects performed under this Statement of Work and shall make the EPA aware of potential benefits and cost savings associated with pollution prevention opportunities to include P2 in EMS development, incorporating P@ in guidance documents and training. Specifically, the Contractor shall:

1. Provide options to integrate pollution prevention into programs managed by OECA including compliance audits and inspections, and help to distribute EPA's Pollution Prevention Policy via written material and workshops to relevant audiences;
2. Compile and analyze information on successful and unsuccessful pollution prevention efforts in order to provide EPA with options for developing new, and showcasing effective, pollution prevention applications;
3. Collect, compile, and provide data on pollution prevention technologies such as cross-media impacts and energy and water-use efficiencies;
4. Review and summarize the findings of pollution prevention projects;
5. Help develop, implement, and oversee pollution prevention demonstration projects;
6. Recommend measures to evaluate the success of pollution prevention applications;
7. Develop pollution prevention opportunities for inclusion in enforcement settlements and conduct monitoring to measure the success of the implementation of such pollution prevention opportunities.

#### **V. Requirements**

EPA shall make all final determinations, judgments and decisions under the contract. EPA shall carefully and critically review all analyses, assessments, options, recommendations, reports, training materials and drafts prepared by the contractor prior to EPA making its final determinations. The Contractor shall not publish or otherwise release, distribute, or disclose any work product generated under this contract without obtaining EPA's express written approval. When submitting recommendations, the Contractor shall explain a rank policy or action alternative, describe procedures used to arrive at recommendations, summarize the substance of deliverables, report any dissenting views, list sources relied upon, and detail the methods and considerations upon which the recommendations are based.

In no event shall the contractor provide legal services or offer any legal interpretations under this contract without the prior written approval of the Office of General Counsel.

## **VI. Reference Documents**

### A. OECA Database Systems

**Air Facility Sub-system (AFS):** The Aerometric Information Retrieval System (AIRS) Facility Subsystem (AFS) is the official EPA national database for compliance and enforcement information on all major stationary sources of air pollution. AIRS/AFS was originally introduced to users in 1990. AFS contains compliance data on air pollution point sources regulated by the U.S. EPA and/or state and local air regulatory agencies. AFS runs on an IBM mainframe computer and is supported by an ADABAS database and the NATURAL programming language.

**Applicability Determination Index (ADI):** a database that contains memoranda issued by EPA on applicability and compliance issues associated with the New Source Performance Standards (NSPS), National Emissions Standards for Hazardous Air Pollutants (with categories for both NESHAP, Part 61, and MACT, Part 63), and chlorofluorocarbons (CFC).

**Enforcement and Compliance History Online (ECHO):** a Web-based tool that provides the public with compliance, permit, and demographic data for approximately 800,000 facilities regulated under the Clean Air Act stationary source program, the Clean Water Act direct discharge program, and the Resource Conservation and Recovery Act hazardous waste generation program.

**Integrated Compliance Information System (ICIS):** EPA is in the process of modernizing its enforcement and compliance data systems. The product of that modernization is ICIS, a Web-based system that will integrate data currently located in more than a dozen separate data systems. The first phase of ICIS was completed June 2002, with other phases to be completed in later years. ICIS is a Web-based system using an ORACLE database, Java and a report generator called Business Objects

**Integrated Data for Enforcement Analysis (IDEA):** pulls data from the many separate media systems and integrates the data to produce multimedia reports. Multimedia reports can be produced for particular facilities or for types of activities. (Mainframe: PL/1 and C++)

**National Asbestos Registry System (NARS):** Provides activity and compliance history of asbestos contractors.

**FIFRA/TSCA Tracking System (FTTS):** FTTS is the official EPA database for tracking and supporting the day-to-day compliance and enforcement tracking needs under the statutes of the Toxic Substance Control Act (TSCA), the Federal Insecticide, Fungicides and Rodenticide Act (FIFRA) and the Emergency Planning and Community Right-To-Know Act (EPCRA) Section 313. FTTS is designed to act as a local activity tracking and management tool. It tracks all compliance monitoring and enforcement activities from the time an inspector conducts an inspection until the time the case is closed or the enforcement action is settled. Data entry is performed at all ten EPA Regions and Headquarters. Each of the 11 FTTS databases operates independently on the particular office's LAN. Core information from each FTTS database is loaded to the national version of FTTS, the National Compliance Data Base (NCDB). NCDB is used at Headquarters for national program review and analysis. FTTS is a PC-based program and is supported by a dBASE database and the CLIPPER programming language.

**National Compliance Data Base System (NCDB):**

NCDB is the national EPA database for tracking regional compliance and enforcement activity under the Pesticides and Toxic Substances program at a national level. It is the national repository for the core data from each of the 10 regional and the single Headquarters databases. The system contains compliance monitoring and enforcement activities from the time an inspector conducts an inspection until the time enforcement actions are taken and the case is resolved. NCDB provides reporting, retrieval, and analytical capabilities that support all members of the user community. The regional FTTS data entry personnel send their data to EPA every month to rebuild the NCDB database. Data collected in the regional FTTS is transferred to NCDB to support the need for monitoring national performance of the following programs:

- Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA)
- Toxic Substance Control Act (TSCA)
- Emergency Planning and Right-to-Know Act, Section 313 (EPCRA)
- Asbestos Hazard Emergency Response (AHERA)

NCDB is a PC-based program and runs on the OECA Local Area Network (LAN) and is supported by a dBASE database and the CLIPPER programming language.

**Online Tracking Information System (OTIS):** a collection of search engines that enables EPA staff, state/local/tribal governments and Federal agencies to



access a wide range of data relating to enforcement and compliance. (Please note that this site is for state and federal use.)

**Permit Compliance System (PCS):** A national information system that contains data which supports the National Pollutant Discharge Elimination System (NPDES) program under the Clean Water Act. PCS tracks permit issuance, permit limits, self monitoring data, and enforcement and inspection activity for facilities regulated under the CWA. PCS contains records on more than 135,000 permittees nationwide. PCS currently runs on an IBM mainframe computer and is supported by an ADABAS database and the NATURAL and COBOL programming languages. PCS is being modernized into a Web-based system using an ORACLE database, Java and a report generator called Business Objects as phase II of ICIS.

**Resource Conservation and Recovery Act Info (RCRAInfo):** Hazardous waste data can be accessed through RCRAInfo. RCRAInfo provides access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. RCRAInfo replaces the data recording and reporting abilities of the Resource Conservation and Recovery Information System (RCRIS) and the Biennial Reporting System (BRS). (ORACLE)

**Safe Drinking Water Information System/Federal (SDWIS/FED):** EPA's national data base for the Public Water System Supervision Program. It includes inventory, compliance, and enforcement information on the nation's 170,000 public water systems. SDWIS/FED is an exceptions-based system that for the most part receives data directly from SDWIS/STATE or data transfer from a state's system. The SDWIS/STATE version is a data base that was designed for the states to help them implement their drinking water program and fulfill EPA's reporting requirements. The Significant Non Compliance (SNC) Exceptions Tracking System (SETS) is a sub-system of SDWIS/FED that generates/tracks significant non-compliers.

**Section 7 Tracking System (SSTS):** the only automated system EPA uses to track pesticide producing establishments and the amount of pesticides they produce. SSTS records the registration of new establishments and records pesticide production at each establishment. SSTS currently runs on an IBM mainframe computer and is supported by an ADABAS database and the NATURAL programming language.

#### B. Websites

The following is a list of websites which may be useful in understanding OECA and this requirement as it relates to OC.

[www.assistancecenters.net](http://www.assistancecenters.net)  
[www.epa.gov/clearinghouse](http://www.epa.gov/clearinghouse)  
[www.epa.gov/compliance](http://www.epa.gov/compliance)

ATTACHMENT 2

INVOICE PREPARATION INSTRUCTIONS

**INVOICE PREPARATION INSTRUCTIONS**  
**SF 1034**

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) **U.S. Department, Bureau, or establishment and location** - insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) **Date Voucher Prepared** - insert date on which the public voucher is prepared and submitted.
- (3) **Contract/Delivery Order Number and Date** - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) **Requisition Number and Date** - leave blank.
- (5) **Voucher Number** - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)
- (6) **Schedule Number; Paid By; Date Invoice Received** - leave blank.
- (7) **Discount Terms** - enter terms of discount, if applicable.
- (8) **Payee's Account Number** - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) **Payee's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (10) **Shipped From; To; Weight Government B/L Number** - insert for supply contracts.
- (11) **Date of Delivery or Service** - show the month, day and year,

beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc.

- (12) **Articles and Services** - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page \_\_\_\_\_ of Standard Form 1035." Type "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Type "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Type "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the Final public voucher. Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

\_\_\_\_\_  
(Name of Official)

\_\_\_\_\_  
(Title)

- (13) **Quantity; Unit Price** - insert for supply contracts.
- (14) **Amount** - insert the amount claimed for the period indicated in (11) above.

**INVOICE PREPARATION INSTRUCTIONS  
SF 1035**

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

- (1) **U.S. Department, Bureau, or Establishment** - insert the name and address of the servicing finance office.
- (2) **Voucher Number** - insert the voucher number as shown on the Standard Form 1034.
- (3) **Schedule Number** - leave blank.
- (4) **Sheet Number** - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) **Number and Date of Order** - insert payee's name and address as in the Standard Form 1034.
- (6) **Articles or Services** - insert the contract number as in the Standard Form 1034.
- (7) **Amount** - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) **A summary of claimed current and cumulative costs and fee by major cost element.** Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.
- (9) The **fee** shall be determined in accordance with instructions appearing in the contract.

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**NOTE:** Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

**SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS**

The following backup information is required as an attachment to the invoice as shown by category of cost:

**Direct Labor** - identify the number of hours (by contractor labor category and total) and the total direct labor dollars billed for the period in the invoice.

**Indirect Cost Rates** - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

**Subcontracts** - identify the major cost elements for each subcontract.

**Other Direct Costs** - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

**Contractor Acquired Equipment (if authorized by the contract)** - identify by item the quantities, unit prices, and total dollars billed.

**Contractor Acquired Software (if authorized by the contract)** - identify by item the quantities, unit prices, and total dollars billed.

**Travel** - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

**SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS**

The following backup information is required as an attachment to the invoice as shown by category of cost:

**Direct Labor** - identify by labor category the number of hours, fixed hourly rate, and the total dollars billed for the period of the invoice.

**Subcontracts** - identify the major cost elements for each subcontract.

**Other Direct Costs** - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

**Indirect Cost Rates** - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

**Contractor Acquired Equipment** - identify by item the quantities, unit prices, and total dollars billed.

**Contractor Acquired Software** - identify by item the quantities, unit prices, and total dollars billed.

**Travel** - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules. NOTE: All disallowances must be identified as such in the accounting system through journal entries.

Voucher resubmittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher resubmittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

- (1) **Contractor's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (2) **Contract Number** - insert the number of the contract under which



reimbursement is claimed.

- (3) First voucher number and completion voucher number.
- (4) Total amount of cost claimed for each cost element category through the completion voucher.
- (5) Total Fee awarded.
- (6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.
- (7) Fiscal year.
- (8) Indirect cost center.
- (9) Appropriate basis for allocation.
- (10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).
- (11) Signature.
- (12) Official title.
- (13) Date.

#### FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.

ATTACHMENT 3

PAST PERFORMANCE INFORMATION

Client Authorization Letter

[Addressee]

Dear "Client":

We are currently responding to the Environmental Protection Agency's RFP No. PR-HQ-04-10386 entitled Technical Support Services for the Office of Compliance. The EPA is placing increased emphasis in their acquisitions on past performance as a source selection factor.

EPA has asked each offeror to send Past Performance Questionnaires to its customers to complete and send to the Contracting Officer. Please complete the attached Past Performance Questionnaire and mail to U.S. EPA, Attn: Carole Britt (MC-3803R), 1200 Pennsylvania Ave. NW, Washington DC 20460, or E-mail to [britt.carole@epa.gov](mailto:britt.carole@epa.gov) by (Proposal Closing Date).

If you are contacted by EPA for information on work we have performed under contract for your company or for clarification of your responses to the questionnaire, you are hereby authorized to respond to EPA inquiries.

Your cooperation is appreciated. Any questions may be directed to

\_\_\_\_\_.

Sincerely,

## PAST PERFORMANCE QUESTIONNAIRE

### S O U R C E   S E L E C T I O N   S E N S I T I V E   I N F O R M A T I O N

Name of Offeror: \_\_\_\_\_

Contract Information  
(supplied by offeror in proposal)

Name of Contractor: \_\_\_\_\_

Contract Number: \_\_\_\_\_

Contract Title: \_\_\_\_\_

Contract Value: \_\_\_\_\_

Type of Contract: \_\_\_\_\_ Period of Performance: \_\_\_\_\_

The ratings below are supplied by the contractor identified above, NOT the offeror.

5 = SUPERIOR

4 = GOOD

3 = ADEQUATE

2 = UNCLEAR, INCOMPLETE

1 = MAJOR DEFICIENCIES

0 = TOTALLY DEFICIENT

Performance Element	5	4	3	2	1	0
1. Quality of Services/Supplies						
2. Timeliness of Performance						
3. Effectiveness of Management (including subcontractors)						
4. Initiative in Meeting Requirements						
5. Response to Technical Direction						
6. Responsiveness to Performance Problems						
7. Compliance with Cost/Price Estimates						
8. Customer Satisfaction						

9. Small Disadvantaged Business Participation						
10. Overall Performance						

10. Remarks on outstanding performance:

(Provide data supporting this observation; you may continue on a separate sheet if needed.)

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11. Remarks on unsatisfactory performance:

(Provide data supporting this observation; you may continue on separate sheet if needed.)

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12. Please identify any corporate affiliations with the offeror.

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13. Would you do business with \_\_\_\_\_ again?  
(insert offeror's name)

14. Questionnaire completed by:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Mailing Address (Street and P.O. Box)

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Phone Number